

# NASA

National Aeronautics and  
Space Administration

Langley Research Center  
Hampton, Virginia 23681-2199

## RFP NNL04046538R

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### REQUIREMENT : Earth and Space Science Evaluations, Assessments, Studies, Services and Support

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- (1) The Government intends to make a single award.
- (2) Section L, Provision L.10, contains important information on proposal preparation. Section M sets forth the evaluation factors for award.
- (3) The Government intends to award the contract resulting from this solicitation without discussions. See Section L provision entitled INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (FAR 52.215-1) (JAN 2004). To facilitate this process, we would like to avoid situations where proposals include substantive exceptions to the proposed contract terms and conditions that might be unacceptable to the Government and, therefore, preclude award. Therefore, it is requested and strongly recommended that you bring to the Government's attention any exceptions, questions, or additions you have to the proposed contract terms and conditions. The resolution of any exceptions to terms and conditions prior to receipt of proposals will aid the Government in its intention to award without discussions and thus streamline the procurement process.
- (4) NAICS Code: 541710 is applicable to this procurement.
- (5) A Pre-Proposal Conference is not planned.
- (6) Section L.10, Proposal Page Limitations (NASA 1852.215-81) (FEB 1998) includes a **75 page limitation** for the Technical Volume. This limitation excludes all title pages, tables of content, list of figures, dividers and cross referencing indices, Organizational Conflict of Interest Avoidance Plan, Subcontracting Plan, Safety and Health Plan and ISO 9001 Compliance Documentation. PAGES SUBMITTED IN EXCESS OF THE LIMITATIONS SPECIFIED IN THIS PROVISION WILL NOT BE EVALUATED BY THE GOVERNMENT AND WILL BE RETURNED TO THE OFFEROR.
- (7) Changes have been made to the solicitation documents as follows:
  - a. Proposal Page Limitations has been changed to a 75 page limitation for the Technical Volume;
  - b. Background paragraph added to Statement of Work as paragraph 2.0;
  - c. Other minor changes have been made to the Statement of Work for clarification purposes;
  - d. Contract Phase-In period has been deleted (see Section L.10);
  - e. Section H.9 and H.10, ISO 9001 Certification Requirements, have been deleted;
  - f. Section H.16 is now titled "Schedule of Rates for Pricing Task Orders" and has been modified to require more information on the G&A rate base;
  - g. Section H.17, Handling of Data, has been added;
  - h. Exhibit A, Invention Disclosure Reporting requirement added;
  - i. Attachment I, Minimum Qualifications for Labor Categories, has been deleted;
  - j. Attachment IV, Safety and Health Plan Instructions, has been deleted;
  - k. Section L.10B.1(b), Subfactor 2 (1) has been changed;
  - l. Section L.10B.1(b), Subfactor (7), has been deleted;
  - m. Section M.3A, 2., Subfactor 2(a) has been changed;
  - n. Section M.3A, 2., Subfactor 2(g) has been deleted;
  - o. Attachment VII, Cost Forms, has been revised.
- (8) **Offerors should carefully review this final RFP.**

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE 1 OF 75
2. CONTRACT NO.	3. SOLICITATION NO. <b>NNL04046538R</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>July 13, 2004</b>		6. REQUISITION/PURCHASE NO. <b>4200046538</b>
7. ISSUED BY <b>National Aeronautics And Space Administration Langley Research Center Hampton, VA 23681</b>		CODE	8. ADDRESS OFFER TO (If other than Item 7) 9A Langley Boulevard, Building 1195B, Room 232 Mail Stop 126 NASA Langley Research Center Hampton, VA 23681-2199		

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"**

**SOLICITATION**

9. Sealed offers in original and **6** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in **9 A Langley Blvd, Bldg. 1195 B, Room 232** until **4 PM** local time, on **August 16, 2004** (date).  
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L., Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>Robert J. Rice</b>	B. TELEPHONE NO. (NO COLLECT CALLS)		C. EMAIL ADDRESS <b>Robert.J.Rice@nasa.gov</b>
		AREA CODE <b>(757)</b>	NUMBER <b>864-2267</b>	EXT.

**11. TABLE OF CONTENTS**

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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3-5	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS 34-41
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION). For offerors and related documents numbered and dated:	AMENDMENT NO	DATE	AMENDMENT NO	DATE

15. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE		17. SIGNATURE
			18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

**IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**



**PART I - THE SCHEDULE**

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**SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**

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**B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED**

Except as may be expressly stated in the task orders as furnished by the Government, the Contractor shall provide all resources as specified in Task Orders issued pursuant to Clause H.14, Task Ordering Procedure, that are necessary to perform the requirements delineated in the Section C, Statement of Work.

**B.2 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE**

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$1,000,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$110 million for the 5-year period of performance.

**B.3 ESTIMATED COST AND FIXED FEE**

The estimated cost and fixed fee of the contract is the sum of the estimated cost and fixed fee set forth for individual Task Orders issued by the Government pursuant to H.14, Task Ordering Procedure.

**B.4 CONTRACT FUNDING**

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is the amount set forth in Task Orders. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.

(b) An additional amount is obligated under each Task Order for payment of fee.

(c) The Limitation of Funds Clause FAR 52.232-22 (APR 1984) applies at the Task Order level.

**SECTION C – STATEMENT OF WORK**

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**C.1 STATEMENT OF WORK – EVALUATIONS, ASSESSMENTS, STUDIES AND SERVICES AND SUPPORT****1.0 Scope and Objectives:**

The contractor shall provide the services and support described in this statement of work to support the Langley Research Center's Science Support Office (SSO) and other Langley offices as designated in Task Orders. The SSO supports the NASA Headquarters Office of Space Science (OSS), Office of Earth Science (OES) and other functional codes.

The specific requirements described in the scope of work shall be defined in Task Orders issued by the Contracting Officer in accordance with Section H, H.14 TASK ORDERING PROCEDURE (NFS 1852.216-80) (October 1996).

**2.0 Background**

Task orders will be issued for evaluations, assessments and studies as defined below in sections 3, 4 and 5. A typical Evaluation Team consists of a Voting Panel and sub-panels. The chairperson of each sub-panel and NASA representatives, one of whom will chair the evaluation as a whole, will serve on the Voting Panel. The sub-panels perform reviews of proposals being examined. Each sub-panel is comprised of experts in the areas being examined. Each reviewer reviews the proposals and submits their initial review results via a contractor provided web-based system, over a specified time period prior to a plenary evaluation meeting to develop draft consensus findings of strengths and weaknesses in the criteria for each. The web-based system prepares a report based on these findings. Sub-panels typically engage in a series of telecons over a specified period of time prior to a plenary meeting and develop draft consensus findings of strengths and weaknesses based on the criteria for each proposal. The draft consensus findings are then posted on the contractor's secure web site. At the plenary meeting, the draft consensus findings are reviewed by each sub-panel, and the results presented to the Voting Panel. The Voting Panel then guides each sub-panel on how to complete their findings so that they are suitable for use in debriefing the mission proposers. The Voting Panel rates the risk of each proposal based on the finding of the strengths and weaknesses, and the contractor prepares a final report of the results. The contractor may be required to provide a secure facility to conduct proposal reviews and discussion as specified in individual task orders.

**3.0 Proposal and Mission Concept Evaluations:**

The contractor shall conduct evaluations of proposals and competitive mission concepts covering technical, management, cost, and other program factors.

**3.1 Evaluations:** Evaluation activities include, but are not limited to, the following:

- a. Preparing supplementary material to accompany Announcements of Opportunity (AOs). Supplementary materials that accompany AO's include technical information related to the opportunity, report formats, and logistics guidelines needed by proposers responding to the AO;
- b. Evaluating proposals in response to NASA Research Announcements (NRAs);
- c. Evaluating proposals in response to Cooperative Agreement Notices (CANs), or other Broad Agency Announcements (BAAs);
- d. Planning the logistics of the evaluations;
- e. Identifying expertise needed for the evaluations;
- f. Evaluating compliance with administrative requirements of the BAA;

- g. Evaluating scientific investigations proposed by offerors;
- h. Reporting on evaluation panel findings;
- i. Evaluating costs, to include technology development, space systems (including instruments) and related ground systems, and life-cycle costs.

#### **4.0 Assessments:**

The contractor shall conduct assessments of current and potential NASA programs. Types of assessments include, but are not limited to, technical; management; cost; risk; safety; environmental impact; mission trajectory; resource utilization; analyses of instruments, spacecraft and launch vehicle designs; systems engineering; fabrication; and assembly, test and launch operations.

**4.1 Technical Assessments:** Technical assessment activities include, but are not limited to, assessing the likely performance of technical systems and the impact of new technologies on technical systems.

**4.2 Management Assessments:** Management assessment activities include, but are not limited to, assessing the effectiveness of management systems, processes, and tools and assessing components of NASA programs.

**4.3 Cost Assessments:** Cost assessment activities include, but are not limited to, estimating mission development and life-cycle costs and assessing cost risk.

#### **5.0 Studies:**

The contractor shall conduct the following types of studies: Management, scientific, and technical.

**5.1 Management Studies:** Management study activities include, but are not limited to, gathering information and analyzing options for possible management systems; gathering information and analyzing the structure, performance and effectiveness of actual management systems in NASA programs and in similar endeavors.

**5.2 Scientific Studies:** Scientific study activities include, but are not limited to, gathering information and analyzing systems for handling and analyzing samples of extraterrestrial materials; defining payloads to meet scientific goals; investigating potential science objectives for small, low-cost missions; and investigating the applicability of science concepts to particular missions.

**5.3 Technical Studies:** Technical study activities include, but are not limited to, analyzing the feasibility of instrument, spacecraft and mission design; investigating mission options and associated performance expectations; analyzing system designs; analyzing technologies needed to accomplish specific goals; analyzing propulsion and mission operations capabilities; and analyzing data handling and analysis systems.

#### **6.0 Quick Studies and Assessments:**

The contractor shall perform studies and assessments as defined above in section 3. Assessments, and section 4. Studies. These assessments and studies shall take no more than three months to complete at a cost plus fixed fee not exceeding \$15,000. Such quick studies and assessments shall commence not later than 10 days after the contracting officer provides the contractor with a notice to proceed.

#### **7.0 Information Management Services:**

The contractor shall provide information management services including, but not limited to, web-based information management systems in support of evaluations, assessments, and studies; databases; quality management; reference documents; and web site development and maintenance. The contractor's personal computer (PC) based system shall be compatible with a MAC based system.

**7.1 Web-based Information Management Systems:** Web-based information management systems that support evaluations and assessments include secure (i.e., at a level of protection sufficient to prevent unauthorized access to source selection material) web-based data entry and report-reading support for evaluation and assessment teams. Web-based information management systems that support studies are similar, but do not have to be secure.

**7.2 Databases:** Databases to be maintained include the OES and OSS Solicitation Database, the Science Support Office (SSO) Reviewer Database, and other potential SSO databases. The SSO quality management effort includes, but is not limited to, documenting requirements for the products of the SSO; developing and maintaining templates for the SSO documents; and developing and maintaining checklists, process flow diagrams, and other process control tools.

**7.3 Reference Documents:** The information management system for reference documents shall support the preparation, verification, publication, distribution and posting on the web of documents that are meant to serve as a reference to both the proposing community and the science community.

**7.4 Website Development and Maintenance:** SSO Website support includes developing and maintaining the SSO links, web-based libraries, presentations from conferences, and other related requirements as needed.

#### **8.0 Facilities and Administrative Support:**

The contractor shall provide facilities and administrative support necessary to perform evaluations, assessments and studies.

**8.1 Facilities:** In support of the evaluations, the contractor shall, as required by Task Orders, provide secure facilities (i.e., at a level of protection sufficient to prevent unauthorized access to source selection material) for up to 100 people to conduct proposal evaluations and discussions. Facilities shall be secure to guard against access by unauthorized personnel at all times. Internet access and hook-ups shall be provided for all attendees. A separate area or room shall also be provided for up to four administrative support personnel to include space for a copier, computers for each support person and a printer.

**8.2 Administrative Support:** In conjunction with the evaluations, assessments, and studies, the contractor shall provide support for meetings, conferences and related workshops which includes generating and distributing explanatory materials, providing logistical support as necessary, preparing and distributing documentation on conference results, and making appropriate number of copies of videos, handouts, and other materials developed during the conference. The explanatory materials include specifics about how the goals of the conference will be achieved. Logistical support includes audio-visual equipment, copiers, computers and printers. Preparing documentation on conference results ranges from a straightforward compilation of material presented at the conference to the generation of a narrative report.

**SECTION D - PACKAGING AND MARKING**

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**D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

**SECTION E - INSPECTION AND ACCEPTANCE**

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**E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-9	APR 1984	INSPECTION OF RESEARCH AND DEVELOPMENT— SHORT FORM

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

## SECTION F - DELIVERIES OR PERFORMANCE

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### F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

### F.2 PERIOD OF PERFORMANCE (LaRC 52.211-91) (NOV 2002)

The period of performance of this contract shall be 60 months from the effective date of the contract.

### F.3 DELIVERY REQUIREMENTS (LaRC 52.211-96) (APR 2002)

Delivery shall be f.o.b. destination:

National Aeronautics and Space Administration, Langley Research Center, Mail Stop 160, Hampton, VA 23681-2199, or as specified in each task order

### F.4 PLACE(S) OF PERFORMANCE (LaRC 52.211-98) (OCT 1992)

The place(s) of performance shall be:

The Contractor's facility, at subcontractor facilities, and other sites as may be specified by task orders.

## SECTION G - CONTRACT ADMINISTRATION DATA

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### G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.216-75	DEC 1988	PAYMENT OF FIXED FEE
1852.242-73	JUL 2000	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING

### G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NASA Langley Research Center  
MS 175/ Accounts Payable  
Hampton VA 23681

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

[Insert the appropriate NASA or DCAA mailing office address for submission of cost vouchers]

(2) Three copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(3) The Contracting Officer may designate other recipients as required.

(d) (1) Public vouchers for payment of fee shall be submitted through the Contracting Officer and paid by the designated billing office set forth below:

NASA Langley Research Center  
MS 175/ Accounts Payable  
Hampton VA 23681

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(2) Fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer. The following formulas are provided as a convenience for calculating the interim fee provided the formulas produce a reasonable percentage as compared to completion of work. You should show both formulas on the fee voucher, however, the maximum fee percentage for fee billing is the smaller of the percentages resulting from the application of the two formulas. If at any time the Contracting Officer determines that the fee percentage is not consistent with the completion of work, the fee formula will be adjusted, or another methodology that results in comparative fee billing agree upon.

(#) Cost Incurred to Date  
Contract Estimated Cost = %

(#) Months of Performance Expended to Date  
Contract Period of Performance (Months) = %

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

### **G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NASA 1852.227-72) (JUL 1997)**

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative  
Office Code 212  
NASA Langley Research Center  
Hampton, VA 23681-2199

Patent Representative  
Office Code 212  
NASA Langley Research Center  
Hampton, VA 23681-2199

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights,

or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

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### H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.235-73	FEB 2003	FINAL SCIENTIFIC AND TECHNICAL REPORTS (Alternate II)(Feb 2003)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

### H.2 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (LaRC 52.204-91) (OCT 2003)

a. Access to the LaRC by contractor non-U.S. citizen employees, including employees in permanent resident alien status, shall be approved in accordance with NPR 1371.2, "Procedures and Guidelines for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities", and LMS-CP-4850-- "Non-U.S. Citizen(s)/Foreign Representative(s) Visitor Approval". Administrative processing requires advance notice of between 20 to 45 days depending on the nationality of the non-U.S. citizen. Access authorization shall be for a maximum of one year, and must be reevaluated annually. Non-U.S. citizen employees must be under escort at all times while on Center by a U.S. citizen issued a LaRC identification badge.

b. Request for Center access in excess of 90 days requires that a background investigation be conducted on the non-U.S. citizen employee. The processing of a background investigation requires the submittal of a NASA Form 531, "Name Check Request," and a fingerprint card application. Normal processing time for a background investigation is approximately 90 days. A favorably adjudicated background investigation shall allow non-U.S. citizen contractor employee limited unescorted access to the Center. Access shall be limited to work areas identified and deemed necessary and entry and egress to that site.

### H.3 UNESCORTED ACCESS BY U.S CITIZEN CONTRACTOR EMPLOYEES (LaRC 52.204-102) (NOV 2002)

Visits by U.S. citizen contractor employees that are expected will exceed 90 days will require the employee to undergo a Background Investigation. All Contractor employees must, as a minimum, have a favorably adjudicated NASA Agency Check (NAC). However, a NAC is not required if the Contractor can certify that an employee has an active United States Government Security Clearance, (IAW requirements of Executive Order #12968), or has been the subject of a prior favorable NAC investigation.

For contractor employees requiring a NAC, the Contractor shall require its employees to submit a "Name Check Request" (NASA Form 531), an "Authorization for Release of Credit Reports" (NASA Form 1684), and a completed FD-258, "Applicant Fingerprint Card" to the LaRC Badge and Pass Office, Mail Stop 232. Fingerprint cards will be completed at the Badge and Pass Office only. Normal processing time for a NASA NAC is approximately 60 days.

#### **H.4 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (LaRC 52.204-104) (JAN 2002)**

(a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its Confidential Business Information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of CBI by the subcontractor.

#### **H.5 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.211-104) (APR 2002)**

A. Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at Langley Research Center or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.

B. Identification Badges--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear badges which will be issued by the NASA LaRC Badge and Pass Office, located at 1 Langley Boulevard (Building No. 1228). Badges shall be issued only between the hours of 6:30 a.m. and 3:30 p.m., Monday through Friday. Contractors will be held accountable for these badges, and may be required to validate outstanding badges on an annual basis with the NASA LaRC Security Office.

Immediately upon employee termination or contract completion, badges shall be returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

C. Employee Outprocessing--The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.

**H.6 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE  
(LaRC 52.215-107) (NOV 2002)**

Pursuant to FAR 15.204-1(b), the completed Section K of the proposal is hereby incorporated by reference.

**H.7 SMALL DISADVANTAGED BUSINESS PARTICIPATION--CONTRACT TARGETS  
(LaRC 52.219-91) (OCT 2002)**

(a) This clause does not apply to, and should not be completed by, Small Disadvantaged Business (SDB) offerors unless the SDB offeror has waived the price adjustment evaluation adjustment [see Paragraph (c) of FAR clause 52.219-23].

(b) FAR 19.1202-4(a) requires that SDB participation targets be incorporated in the contract. Targets for this contract are as follows: (See Internet at <http://www.census.gov/epcd/www/naics.html> for Department of Commerce NAICS Industry Subsectors.)

	<u>Department of Commerce NAICS Industry Subsectors</u>	<u>Dollar Target</u>	<u>Percent of Contract Value</u>
1. <u>Basic Contract Period</u>			
Year 1	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
Year 2	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
Year 3	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
Year 4	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
Year 5	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
	Total	<u>TBD</u>	<u>TBD</u>

(c) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the offeror be listed in the contract when the extent of the identification of such subcontractors was part of the SDB evaluation subfactor. SDB concerns (subcontractors) specifically identified by the offeror are as follows:

Name of Concern(s):

TBD

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The Contractor shall notify the Contracting Officer of any substitutions of firms that are not SDB concerns.

(d) If the prime offeror is an SDB (including joint venture partners and team members) that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime contractor in authorized Department of Commerce NAICS Industry Subsectors is as follows:

<u>Basic Contract Period</u>	<u>Percent of Dollars</u>	<u>Contract Value</u>
Year 1	\$ <u>TBD</u>	<u>TBD</u>
Year 2	\$ <u>TBD</u>	<u>TBD</u>
Year 3	\$ <u>TBD</u>	<u>TBD</u>
Year 4	\$ <u>TBD</u>	<u>TBD</u>
Year 5	\$ <u>TBD</u>	<u>TBD</u>

**NOTE: For completion purposes, use a contract value of \$110 million, the total maximum value of the 5-year period of performance, as referenced in B.2, Minimum and Maximum Indefinite Delivery, Indefinite Quantity (IDIQ) Contract Value.**

**H.8 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23) (JUN 1987)**

Except for data contained on pages TBD, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated TBD upon which this contract is based.

**H.9 RESERVED**

**H.10 RESERVED**

**H.11 LIMITATION OF FUTURE CONTRACTING (NASA 1852.209-71) (DEC 1988)**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of the conflicts are:

(1) The Contractor may perform studies and analyses which involve elements of systems engineering and technical direction, as defined at FAR 9.505-1. As a result of performing such studies and analyses, the Contractor may be in a position to favor its own products or capabilities and obtain an unfair competitive advantage for future competitive procurements managed by NASA and/or the Jet Propulsion Laboratory (JPL).

(2) The contractor shall be required to conduct evaluations of proposals and competitive mission concepts. Such effort may be determined to be a conflict of interest in accordance with FAR 9.505-3. As such, the contractor may be in a position to favor its own capabilities and products, thus creating a potential conflict of interest.

(3) The contractor may also have access to proprietary information and to various other types of data. As such, the contractor would be in a position to obtain non-public information, thus, creating a potential conflict of interest.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of task orders pursuant to this contract, is required to develop specifications or statements of work to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to conduct evaluations of proposals and competitive mission concepts, the Contractor shall be ineligible to perform the work described in that Announcement of Opportunity (AO), NASA Research Announcement (NRA), Cooperative Agreement Notice (CAN), or other Broad Agency Announcement (BAA) as the contractor or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias.

(3) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with other companies.

#### **H.12 ORGANIZATIONAL CONFLICT OF INTEREST AVOIDANCE PLAN**

The Contractor shall notify the Contracting Officer in writing and telephonically should an adverse conflict of interest situation arise in advance of entering into or performing a task order. Meetings regarding OCI issues will be called on an ad-hoc basis by either the Contractor or the Contracting Officer.

#### **H.13 ORGANIZATIONAL CONFLICT OF INTEREST AVOIDANCE PLAN**

The approved contractor plan for avoiding potential conflict of interest is attached hereto as Exhibit E and is hereby made a part of this contract.

**H.14 TASK ORDERING PROCEDURE (NFS 1852.216-80) (October 1996)**

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan to include the Statement of Work, period of performance, and any other information that may be required for the performance of the task.

(c) Within 7 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan, which shall include, but not be limited to, technical approach to completing the work, proposed cost and fee estimate (See H.16, Schedule of Rates for Pricing Task Orders), and any other information pertinent to the completion of the task order.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Cost-Plus-Fixed Fee.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) Accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 7 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

#### **H.15 EXPORT LICENSES (NFS 1852.225-70) (FEB 2000)**

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Langley Research Center, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

#### **H.16 SCHEDULE OF RATES FOR PRICING TASK ORDERS**

##### **A. RATE INFORMATION**

The total cost for each task order issued shall include the number of labor hours negotiated for each task multiplied by the appropriate labor category rate indicated below. Materials, travel and subcontracting costs may be included on individual task orders if needed in direct support of the task. Travel, publication and communication services, and conference room rental will be negotiated on an individual task order basis. The reasonableness of any material, travel, and subcontracting costs proposed will be evaluated and determined for each individual task order.

The Contractor may incur costs under this contract only in performance of task orders and task order modifications. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

##### **B. COST-PLUS-FIXED-FEE RATES**

The following is a list of labor categories and their associated "fully burdened" fixed hourly rates for regular time that are applicable to the Statement of Work, Section C, and are to be used for establishing the estimated value for each individual task order issued.

**Note:** "Fully burdened" includes all applicable direct and indirect costs such as leave, fringes, management, administration, purchasing, facility expense, which are a part of the Contractor's established accounting procedures. It does not include fee.

The Government will issue cost-plus-fixed-fee task orders using the labor rates set forth below.

**Contract Year 1**

<u>Labor Category</u>	<u>Unit</u>	<u>Burdened Hourly Rate</u>	
Study Manager			
Senior Scientist			
Scientist			
Senior Engineer			
Engineer			
Senior Management Analyst			
Senior Mathematician/Analyst			
Mathematician/Analyst			
Senior Analyst (WWW Support)			
Senior Analyst (MIS Support)			
Editor/Technical Writer			
Clerical/Secretarial (General)			
Clerical/Secretarial (Conference)			
(Offeror fill-in if proposing additional labor categories for the performance of this requirement)			
<b><u>Non-Labor Related Indirect Rates</u></b>	<b><u>Unit</u></b>	<b><u>Rate</u></b>	<b><u>Application Base</u></b>
G & A Rate	\$1.00		
(Offeror fill-in)			

**Contract Year 2**

<u>Labor Category</u>	<u>Unit</u>	<u>Burdened Hourly Rate</u>	
Study Manager			
Senior Scientist			
Scientist			
Senior Engineer			
Engineer			
Senior Management Analyst			
Senior Mathematician/Analyst			
Mathematician/Analyst			
Senior Analyst (WWW Support)			
Senior Analyst (MIS Support)			
Editor/Technical Writer			
Clerical/Secretarial (General)			
Clerical/Secretarial (Conference)			
(Offeror fill-in if proposing additional labor categories for the performance of this requirement)			
<b><u>Non-Labor Related Indirect Rates</u></b>	<b><u>Unit</u></b>	<b><u>Rate</u></b>	<b><u>Application Base</u></b>
G & A Rate	\$1.00		
(Offeror fill-in)			

**Contract Year 3**

<u>Labor Category</u>	<u>Unit</u>	<u>Burdened Hourly Rate</u>	
Study Manager			
Senior Scientist			
Scientist			
Senior Engineer			
Engineer			
Senior Management Analyst			
Senior Mathematician/Analyst			
Mathematician/Analyst			
Senior Analyst (WWW Support)			
Senior Analyst (MIS Support)			
Editor/Technical Writer			
Clerical/Secretarial (General)			
Clerical/Secretarial (Conference)			
(Offeror fill-in if proposing additional labor categories for the performance of this requirement)			
<b><u>Non-Labor Related Indirect Rates</u></b>	<b><u>Unit</u></b>	<b><u>Rate</u></b>	<b><u>Application Base</u></b>
G & A Rate	\$1.00		
(Offeror fill-in)			

**Contract Year 4**

<u>Labor Category</u>	<u>Unit</u>	<u>Burdened Hourly Rate</u>	
Study Manager			
Senior Scientist			
Scientist			
Senior Engineer			
Engineer			
Senior Management Analyst			
Senior Mathematician/Analyst			
Mathematician/Analyst			
Senior Analyst (WWW Support)			
Senior Analyst (MIS Support)			
Editor/Technical Writer			
Clerical/Secretarial (General)			
Clerical/Secretarial (Conference)			
(Offeror fill-in if proposing additional labor categories for the performance of this requirement)			
<b><u>Non-Labor Related Indirect Rates</u></b>	<b><u>Unit</u></b>	<b><u>Rate</u></b>	<b><u>Application Base</u></b>
G & A Rate	\$1.00		
(Offeror fill-in)			

## Contract Year 5

<u>Labor Category</u>	<u>Unit</u>	<u>Burdened Hourly Rate</u>	
Study Manager			
Senior Scientist			
Scientist			
Senior Engineer			
Engineer			
Senior Management Analyst			
Senior Mathematician/Analyst			
Mathematician/Analyst			
Senior Analyst (WWW Support)			
Senior Analyst (MIS Support)			
Editor/Technical Writer			
Clerical/Secretarial (General)			
Clerical/Secretarial (Conference)			
(Offeror fill-in if proposing additional labor categories for the performance of this requirement)			
<b><u>Non-Labor Related Indirect Rates</u></b>	<b><u>Unit</u></b>	<b><u>Rate</u></b>	<b><u>Application Base</u></b>
G & A Rate	\$1.00		
(Offeror fill-in)			

Note: On occasion, expertise may be required at a labor rate higher than the schedule of rates set forth above. The Contractor shall provide rationale for use of a higher rate. The total cost or price of the task order shall include a fair and reasonable dollar amount for such expertise. These occasions will require approvals of the Associate Administrator of the Office of Space Science and the Contracting Officer.

**H.17 HANDLING OF DATA**

(a) "DATA" as used in this clause means recorded information, regardless of the form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, models, photos, lab notebooks, diagrams, drawings, information subject to the Privacy Act, information of a scientific or technical nature, computer software (including computer programs, computer data bases, and documentation thereof), and information of a commercial or financial nature.

(b) In the performance of this contract the Contractor will have access to, be furnished, generate, or use one or more of the following categories of DATA:

- (1) DATA of third parties that the Government has agreed to handle under protective arrangements (see 18 U.S.C. 1905);
- (2) Government DATA, the use and dissemination of which the Government intends to control or is required to control by law (including, but not limited to, export controlled information such as ITAR, 22 C.F.R. Parts 120-130 and EAR, 15 C.F.R. Parts 730-799; and NASA Administratively Controlled Information (see NASA NPG 1620.1); or
- (3) DATA that the Contractor will create or assist in creating under this contract that the Government has agreed to handle under protective arrangements or indicates that it intends to control.

(c) In order to protect the interests of the Government and the owners, licensors and licensees of such DATA, the Contractor agrees, with respect to any of the types of DATA identified in paragraph (b), above, that is either marked with a restrictive legend, specifically identified to the Contractor as DATA being generated and to be marked with a restrictive legend, or otherwise identified in writing by the Contracting Officer or his or her representative as being subject to this clause, to:

(1) Use, disclose, and reproduce such DATA only to the extent necessary to perform the work required under this contract;

(2) Allow access to such DATA only to those of its employees that require access for their performance under this contract;

(3) Preclude access and disclosure of such DATA by the Contractor's personnel outside of that portion of the Contractor's organization needed for the performance of the Contractor's duties under this contract; and

(4) Return or dispose of such DATA, as the Contracting Officer or his or her representative may direct when the DATA is no longer needed for contract performance.

(d) In the event that DATA includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor shall inform the Contracting Officer of such condition. Notwithstanding the ambiguous or unauthorized nature of such a legend, as long as the legend provides an indication that a restriction on the use or disclosure was intended, the Contractor shall treat such DATA pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Subject to the notice requirements in (f), below, the Contractor shall not be restricted in the use, disclosure, and reproduction of DATA that:

(1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor or its employees;

(2) Is known to the Contractor at the time of disclosure; has been disclosed to the Contractor without restriction from the Government; or has been independently developed by the Contractor outside of the Contractor's activities under this contract;

(3) Has become known to the Contractor without similar restrictions from a source other than the Government or any party having work performed under this contract, that source having the right to disclose such DATA; or

(4) The Contractor is required to produce such DATA pursuant to a court order or similar Government action.

(f) If the Contractor believes that any event or condition removes the restrictions on their use, disclosure, or reproduction of DATA, the Contractor shall promptly notify the Contracting Officer in writing of such belief before acting on such belief, and, in any event, shall give written notice to the Contracting Officer before unrestricted use, disclosure, or reproduction of such DATA.

(g) Before the contractor has access to DATA identified in paragraph (b) above, the Contractor shall provide the Contracting Officer an acceptable written plan by which it intends to assure that its personnel who have or might reasonably have access to any such DATA will honor the Contractor's obligation to safeguard such DATA. Should the Contracting Officer consider the proposed plan inadequate, the Contractor will be advised of the inadequacy and the Contractor will provide a revised plan. The Contracting Officer may suspend work under this contract, at no cost to the Government, until such time as the written plan of the Contractor is considered acceptable to the Contracting Officer.

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-- MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	JAN 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (ALTERNATE IV) (OCT 1997)
		Insert (b): Provide information described below: <u>The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408</u>
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE

52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II) (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS Insert "\$0 (Zero)" in paragraph (a).
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-16	FEB 2000	SANCTIONED EUROPEAN UNION COUNTRY SERVICES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT (ALTERNATE I) (APR 1984)
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	JUN 1997	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11) (MAY 2002)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987) ALTERNATE III (JUN 1987) AS MODIFIED BY 1852.227-14 NASA FAR SUPPLEMENT (OCT 1995)
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION Insert <u>No later than 15 days prior to the submission of the first request for payment</u> in Paragraph (b)(1).
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.237-3	JAN 1991	CONTINUITY OF SERVICES

52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE V) (APR 1984)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	APR 2003	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-5	JUN 2003	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY -- SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.235-70	FEB 2003	CENTER FOR AEROSPACE INFORMATION
1852.243-71	MAR 1997	SHARED SAVINGS

### I.2 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.216-18	OCT 1995	ORDERING
52.216-19	OCT 1995	ORDER LIMITATIONS
52.216-22	OCT 1995	INDEFINITE QUANTITY
52.219-4	JAN 1999	NOTICE OF EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-23	JUN 2003	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I)
52.252-2	FEB 1998	CLAUSES INCORPORATED BY REFERENCE
1852.215-84	OCT 2003	OMBUDSMAN (ALTERNATE I) (JUN 2000)
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING

**I.3 ORDERING (FAR 52.216-18) (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through 60 months from the effective date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$20,000,000;

(2) Any order for a combination of items in excess of maximum stated in Clause B.2; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months from the end of the contract period of performance.

**I.6 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (Jan 1999)**

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference. Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

**I.7 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (MAY 2001)**

(a) Definitions. As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k including, a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of 10 (TEN) percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

#### **I.8 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-- DISADVANTAGED STATUS AND REPORTING (FAR 52.219-25) (OCT 1999)**

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own

format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

**I.9 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) (ALTERNATE I) (AUG 1998)**

(a) Definitions. As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
  - (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I.10 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**I.11 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I) (JUN 2000)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Christine Darden, direct inquires to Panice H. Clark, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757) 864-2522; facsimile (757) 864-8541; email p.h.clark@larc.nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

**I.12 SMALL BUSINESS SUBCONTRACTING REPORTING (NFS 1852.219-75)  
(MAY 1999)**

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

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**SECTION J - LIST OF ATTACHMENTS**

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- Exhibit A Contract Documentation Requirements, 4 pages
- Exhibit B Safety and Health Plan, TBD pages
- Exhibit C Subcontracting Plan TBD pages
- Exhibit D Organizational Conflict of Interest Avoidance Plan, TBD pages

The following are located after the last section of this solicitation:

- Attachment I RESERVED
- Attachment II Past Performance Form, 5 pages
- Attachment III Sample Tasks, 5 pages
- Attachment IV RESERVED
- Attachment V Quality Assurance Surveillance Plan (QASP), 4 pages
- Attachment VI Questions and Answers in Response to Draft Request for Proposal  
NNL04046538J, 2 Pages
- Attachment VII Cost Forms, 9 pages

**EXHIBIT A - CONTRACT DOCUMENTATION REQUIREMENTS****A. Monthly Financial Management Report**

1. The Contractor shall submit a monthly financial management report as provided by the Section G clause entitled "NASA Financial Management Reporting." This report shall be submitted utilizing NASA Form 533M, Monthly Contractor Financial Management Report, in accordance with submission instructions contained on the reverse side of the form.

2. For this task order contract, a 533M shall be provided for the levels indicated below:

a. Each Authorized Task

b. Contract Total. (Column 9b shall reflect total estimated cost of the contract which is the sum of the estimated cost of all individual task orders plus fixed fee which is the sum of the fixed fee of all individual task orders.)

c. Due not later than the 10th operating day following the close of the Contractor's accounting period being reported.

d. Each NF533M shall include a narrative explanation for variances exceeding +-5 percent between estimated dollars shown in the prior month and actual dollars shown in the current month at the total contract level. (For example, the estimated dollars shown for June in column 8a. in the May 533M and the actual June dollars shown in column 7a. in the June 533M.)

3. The following minimum reporting categories shall be included in column 6 of this report.

Minimum reporting categories shall include:

a. Direct Labor Hours

b. Direct Labor Dollars

c. Overhead(s)

d. Subcontract

e. Material

f. Other Direct Cost

g. G&A

h. Total Estimated Cost

i. Fee

j. Total Estimated Cost and Fee

**B. Monthly Technical Letter Progress Report** -- The Contractor shall submit monthly technical letter reports for each task order describing progress of the task to date, noting all technical areas in which

effort is being directed and indicating the status of work within these areas. Tasks may be summarized in one letter report, unless otherwise stipulated in individual task orders. Reports shall be in narrative form, brief and informal in content. These reports shall include:

1. A narrative statement of work accomplished during the report period.
2. A statement of current and potential problem areas and proposed corrective action.
3. A discussion of work to be performed during the next report period.

The monthly progress report shall be submitted within 10 days after the end of each calendar monthly report period. A monthly report shall not be required for the period in which the final report is due.

**C. Final Reports** -- Each task order may require the Contractor to submit a final report, either formal or informal, which documents and summarizes the results. When a formal final Contractor report is required, it shall be submitted in accordance with the instructions contained in NASA FAR Supplement clause 1852.235-73, Final Scientific and Technical Reports. The specified number of approval copies shall be submitted within the time specified in the task orders.

**D. Subcontracting Reports [Applicable to Large Businesses Only]**

a. The Contractor shall submit Standard Form 294, Subcontracting Report for Individual Contracts, and Standard Form 295, Summary Subcontractor Report, in accordance with the instructions on the reverse of the forms.

In addition to the instructions on the reverse of the SF 295, the Contractor is required to comply with NFS Clause 1852.219-75, Small Business Subcontracting Reporting.

b. The Contractor shall submit an SDB Participation Report in accordance with the Section I FAR Clause 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting. This report shall be submitted within 30 days after the end of each contract year.

**E. Quality Plan** -- Within 30 calendar days after the effective date of the contract, the Contractor shall submit a quality plan that addresses how the contract quality requirements will be met. The plan and subsequent revisions will be reviewed and approved by the Contracting Officer or the designated representative.

**F. Quality System Documents (ISO 9001)** -- The Contractor shall submit the following ISO-compliant documents in accordance with H.10 no later than nine months from the effective date of contract:

1. Quality System Manual
2. Quality System Procedures - These procedures shall address: (1) contract and subcontract management, (2) customer requirement review and execution, (3) task management, including work order generation and processing, (4) document control, (5) handling of customer supplied product, (6) corrective, preventive, and continuing improvement action systems, (7) training of employees, (8) customer satisfaction/performance measurement.

**G. Federal Contractor Veterans Employment Report** -- In compliance with Clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, the Contractor shall submit the Federal Contractor Veterans Employment Reports (VETS-100) as required by this clause.

**H. Interim patent rights report (Small Businesses and Nonprofit Organizations Only)** - After the first anniversary date of the contract, the Contractor shall submit an annual list of all subject inventions to be disclosed as set forth in FAR 52.227-11 (as modified by 1852.227-11). This report is due by March 31 of each year.

**I. Final patent rights report (Small Businesses and Nonprofit Organizations Only)** - The Contractor shall submit a listing of all subject inventions or certify that there were none as set forth in FAR 52.227-11 (as modified by 1852.227-11). This report is due prior to contract closeout.

**J. Interim New Technology report (Large Businesses Only)** - After the first anniversary date of the contract, the Contractor shall submit an annual list of subject inventions, certify that all subject inventions have been disclosed (or that there are no such inventions), and certify that the procedures required by paragraph (e)(1) of the New Technology clause have been followed as set forth in NFS 1852.227-70. This report is due by March 31 of each year.

**K. Final New Technology report (Large Businesses Only)**- The Contractor shall submit a list of subject inventions or certify that that there were no such subject inventions, and list all subcontracts at any tier containing a patent rights clause or certify that there were no such subcontracts as set forth in NFS 1852.227-70. This report is due within 3 months after completion of the contracted work.

**L. Invention disclosure reporting** - The Contractor shall disclose each subject invention under the contract as set forth in FAR 52.227-11 (as modified by 1852.227-11). The electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) may be used for this reporting. Both the electronic and paper versions of this form may be accessed at <http://invention.nasa.gov>. Disclosures are required within two months after the inventor discloses it in writing to Contractor personnel who are responsible for patent matters.

## II. DOCUMENT DISTRIBUTION REQUIREMENTS

A. Unless otherwise specified elsewhere in this contract, reports and other documentation shall be submitted F.O.B. destination as specified below, addressed as follows:

National Aeronautics and Space Administration  
Langley Research Center  
Attn: Robert J. Rice, Mail Stop 126  
Contract - **TBD**  
Hampton, VA 23681-2199

B. The following letter codes designate the recipients of reports and other documentation which are required to be delivered prepaid to Langley Research Center by the Contractor:

1. A--Contract Specialist, Mail Stop 126
2. B--Contracting Officer Technical Representative, Mail Stop 160
3. C--New Technology Representative, Mail Stop 212
4. D--Cost Accounting, NF533@larc.nasa.gov
5. G--Office of Chief Financial Officer, Mail Stop 104

6. H--Patent Counsel, Mail Stop 212
7. J --According to instructions on form
8. L-As required by Task Order
9. M--Task Monitor
10. N --Langley Management System Project Office, Mail Stop 438
11. O -- Center STI Publication Manager, Mail Stop 196
12. P -- Industry Assistance Representative, Mail Stop 144

C. The following are the distribution requirements for reports and other documentation required to be delivered f.o.b. destination. The numeral following the letter code specifying the number of copies to be provided:

LETTER CODE AND DOCUMENT: DISTRIBUTION

1. Financial Management Report (NASA Forms 533M): A-1, B-1, D-1, G-1
2. Monthly Technical Letter Progress Report: A-1, B-1, L-1, M-1
3. Final Report: A-1, B-1, C-1, M-1, and as specified by the Contracting Officer
4. Copy of final report cover letter: O-1
5. Subcontracting Reports for Individual Contracts (Standard Form 294) and SDB Participation Report (Optional Form 312): A-1, P-1, J-1
6. Summary Subcontractor Report (Standard Form 295): J
7. Quality Plan: A-1, B-1, N-1
8. Quality System Documents: A-1, B-1, N-1
9. Federal Contractor Veterans Employment Report (VETS-100): J
10. New Technology/Patent Report: A-1, C-1, H-1
11. Invention Disclosure Report - A-1, C-1, H-1

D. When the Contract Specialist (A) is not designated above to receive a copy of a report or document, the Contractor shall furnish a copy of the report/document transmittal letter to the Contract Specialist. If delegated, the Contractor shall also furnish a copy of the transmittal letter and a copy of each Financial Management Report to the delegated Administrative Contracting Officer of the cognizant DoD (or other agency) contract administrative services component.

**EXHIBIT B  
SAFETY AND HEALTH PLAN  
TO BE DETERMINED**

**EXHIBIT C**  
**SUBCONTRACTING PLAN**  
**TO BE DETERMINED**

**EXHIBIT D**

**ORGANIZATIONAL CONFLICT OF INTEREST AVOIDANCE PLAN**

**TO BE DETERMINED**

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

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**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)(FAR 52.204-5)  
(MAY 1999)**

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women- owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it  is a women-owned business concern.

**K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED  
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph

(a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

**K.5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph

(a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner Place of Performance (Street and Operator of the Plant or Address, City, State, County, Facility If Other Than Offeror Zip Code) or Respondent

_____	_____
_____	_____
_____	_____
_____	_____

**K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002) (ALTERNATE I) (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 1500.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

\_\_\_\_\_ Black American.

\_\_\_\_\_ Hispanic American.

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall

Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph

(a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women- owned small business concern in order to obtain a contract to be

awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **K.7 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)**

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations. (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)  For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(3) Address. The offeror represents that its address  is,  is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private

Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.8 OFFEROR WAIVER OF PRICE EVALUATION ADJUSTMENT UNDER FAR CLAUSE 52.219-4 (LaRC 52.219-94) (JUN 2000)**

Those HUBZone small business concerns electing to waive the adjustment must check the box below, representing paragraph (c) of the clause.

Offeror elects to waive the evaluation preference.

**K.9 OFFEROR WAIVER OF PRICE EVALUATION ADJUSTMENT UNDER FAR CLAUSE 52.219-23 (LaRC 52.219-95) (JUN 2000)**

Those SDB concerns electing to waive the adjustment must check the box below, representing paragraph (c) of the clause.

Offeror elects to waive the adjustment.

**K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that--

- (a) It  has,  has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that--

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.12 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**K.13 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (FAR 52.226-2) (MAY 2001)**

(a) Definitions. As used in this provision--

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

is  is not a historically black college or university;

is  is not a minority institution.

**K.14 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (52.223-13) (JUN 2003)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory of possession over which the United States has jurisdiction.

**K.15 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)**

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$550,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90- day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph

(a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

yes  no

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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### L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

##### CLAUSE

NUMBER	DATE	TITLE
52.204-6	JUN 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.219-24	OCT 2000	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

##### CLAUSE

NUMBER	DATE	TITLE
1852.223-73	APR 2002	SAFETY AND HEALTH PLAN
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES
1852.228-80	SEP 2000	INSURANCE - IMMUNITY FROM TORT LIABILITY
1852.233-70	OCT 2002	PROTESTS TO NASA

### L.2 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (FAR 52.215-1) (JAN 2004)

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information. "Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained

in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

### **L.3 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) (ALTERNATE IV) OCT 1997)**

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: See Section L, L.10, Pricing Instructions under Paragraph C., Business Proposal – Volume II.

### **L.4 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed-Fee, Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

### **L.5 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FAR 52.222-24) (FEB 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective contractor and subcontractors to be in compliance with Executive Order 11246.

### **L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

NASA Langley Research Center  
Attn: Tom Weih, Contracting Officer  
Bldg. 1195 MS: 126  
Hampton, VA 23681-2199

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**L.8 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)**

Any contract awarded as a result of this solicitation will be \_\_\_ DX rated order; X DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the contractor will be required to follow all of the requirements of this regulation.

**L.9 COMMUNICATIONS REGARDING THIS SOLICITATION**

Any communications in reference to this solicitation shall cite the solicitation number and be directed to the following Government representatives:

Name: Robert J. Rice  
Tom Weih (Alternate)  
Phone: (757) 864-2267 Facsimile: (757) 864-9011  
Address: NASA Langley Research Center  
MS 126/Robert J. Rice  
Hampton VA 23681-2199

**L.10 PROPOSAL PREPARATION AND SUBMISSION--SPECIAL INSTRUCTIONS****A. General Information**

1. The Government intends to make a single award.
2. Offerors must submit in three (3) volumes: Volume I, Technical Proposal, Volume II, Business Proposal, and Volume III, Past Performance Proposal. Offerors shall not include cost information in Volume I or III, except that Volume I may include sample task budgets and subcontracting goals. Each volume shall include the detailed information outlined below in order that it can be evaluated in accordance with the evaluation factors set forth in Section M of this solicitation. Offerors shall structure each volume to adhere to the Factor headings listed below.
3. Proposal Submission Information: The offeror shall submit the original and 10 copies of the Past Performance Volume on or before **TBD**. The offeror shall submit the remaining volumes of its proposal on or before **TBD**. Proposals may be submitted to the address shown in Block 8 of the Standard Form

(SF) 33 (face page of this solicitation), or if hand carried, to the depository listed in Block 9 of the SF 33. Be aware that heightened and varying security requirements may preclude or delay access to the Center; however, such circumstances will not provide a basis for acceptance of a proposal that arrives at the place specified after the exact time specified.

4. Proposal Clarity: The offeror's proposal(s) should be specific, complete, and concise. The offeror is urged to examine this solicitation in its entirety and to assure that its proposal contains all the necessary information, provides all required documentation, and is complete in all respects since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied. The offeror should ensure that the cost proposal is consistent with the technical proposal in all respects since the cost proposal may be used as an aid to determine the offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.

5. Proposal Page Limitations

**PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998)**

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Section	Page Limit
Technical Proposal, Volume I	
Factor 1 Mission Suitability	75
Subfactors 1 and 2 (See paragraph (c) below for excluded pages)	
Resume(s)	2 pages each resume
Evidence of key personnel commitment	1 page each commitment
Subfactor 3	Unlimited
Subfactor 4	Unlimited
Business Proposal, Volume II*	
Factor 2, Cost	Unlimited
Past Performance, Volume III	
Factor 3, Past Performance	Unlimited

\*All pages must be numbered

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Graphic elements shall be at least a minimum of 8 point type and shall be clear and readable. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages, tables of contents, list of figures, dividers, and cross referencing indices (mapping solicitation requirements for sections C, L, & M to the proposal responses) are excluded from the page counts specified in paragraph (a) of this provision. The Organizational Conflict of Interest Avoidance Plan, Safety and Health Plan, and Subcontracting Plan(s) are also excluded from the page count. The Business Proposal is to be strictly limited to responses to Factor 2 and the executed Section K, Representations, Certifications, and Other Statements of Offerors. Information that can be construed as belonging in Volume I of the proposal will be so construed and counted against

the Volume I page limitation. As stated in 52.215-1, the Government intends to award the contract resulting from this solicitation without discussions. Therefore, the offeror shall submit with its proposal three (3) copies of the model contract executed by an individual authorized to commit the offeror. Please complete the SF 33 (cover page) Blocks 13 through 18, Sections F.4, G.2, H.7, H.16, and I.9.

(d) If final proposal revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

6. Each volume shall include the detailed information outlined below in order that it can be evaluated in accordance with the evaluation factors set forth in Section M of this solicitation. The offeror should structure each volume to adhere to the Subfactor headings listed below:

## **B. TECHNICAL PROPOSAL – VOLUME I**

### **1. FACTOR 1 - MISSION SUITABILITY**

The offeror's response to each subfactor is important to NASA's evaluation since it conveys an understanding of the technical requirements and the approach for meeting those requirements. Within the response to each subfactor, the offeror shall identify and discuss any programmatic risks and the approach for managing these risks as set forth in NFS 1815.305, Proposal Evaluation.

#### **a. Subfactor 1 - Understanding the Requirements**

This subfactor will be used to evaluate the offeror's understanding in all areas of Section C, Statement of Work technical requirements. In addition, the offeror shall demonstrate its ability to accomplish the work defined in each sample task included as Attachment II. Under this subfactor, the offeror's proposed cost for each approach will be evaluated for reasonableness and used as an indication of its understanding of the requirement.

**(1) Proposal and Mission Concept Evaluations:** The offeror shall discuss its understanding of and approach to performing proposal and mission concept evaluations covering the technical, management, cost and other program factors. The offeror shall provide its approach to planning the logistics of the evaluation and identifying the expertise needed for the evaluation.

**(2) Assessments:** The offeror shall discuss its understanding of and approach to conducting assessments including technical; management; cost; risk; safety; environmental impact; mission trajectory; resource utilization; analyses of instruments, spacecraft and launch vehicle designs; systems engineering; fabrication; and assembly, test and launch operations assessments. The offeror shall discuss its approach to identifying the expertise needed for the assessments.

**(3) Cost Assessment:** The offeror shall discuss its understanding of and approach to conducting cost assessment activities; estimating development and life-cycle costs; and assessing cost risks.

**(4) Management, Scientific and Technical Studies:** The offeror shall discuss its understanding of and approach to conducting and identifying the expertise needed for: (a) Management studies; (b) Scientific studies; and (c) Technical studies.

**(5) Administrative Support:** The offeror shall discuss its approach to providing administrative support. The offeror's proposal shall address:

(a) The ability to provide and obtain secure facilities for up to 100 people; Internet access and hook-ups for all attendees; a separate area or room for up to four administrative support personnel with space for a copier, computers for each and a printer.

(b) Support for meetings and related workshops including generating and distributing explanatory materials, providing logistical support as necessary for audio-visual equipment, copiers, computers and printers.

**(6) Information Management Services:** The offeror shall provide details on its approach to providing information management services, compatible with a MAC based system, including web-based information management systems in support of evaluations, assessments, and studies; databases; quality management; reference documents; and web site development and maintenance.

**(7) The offeror shall submit its task plan for completing each sample Task Order (Attachment II) including:**

- (a) Technical approach for the specific requirement
- (b) Subcontractor effort, if applicable
- (c) Staffing including numbers, types and qualifications (classification) of personnel
- (d) Time schedule for completing the work including start and completion times and key intermediate milestone dates
- (e) Proposed budget (e.g., labor, materials, ADP resources, conference room rental, travel, equipment, facilities)

**b. Subfactor 2 – Management and Operations:**

In this subfactor, the offeror shall provide the following:

- (1) **Protection of Data:** The offeror shall provide its approach for providing a level of protection sufficient to prevent unauthorized access to source selection material for web-based information management systems, databases, and facilities used to conduct proposal evaluations (See Statement of Work Requirements 7.1 and 8.1).
- (2) **Quick Studies and Assessments:** The offeror shall provide its approach for promptly and effectively preparing, organizing and conducting studies and assessments which take no more than three months to complete.
- (3) **Managing the total contract and individual orders:** The offeror shall provide its approach for efficiently organizing, assigning, tracking, performing and controlling the work flow from task initiation to task completion for individual orders. The offeror shall also detail its overall approach for managing the total contract.
- (4) **Teaming Arrangements:** The offeror shall describe the adequacy and soundness of the roles, responsibilities, and work functions that are expected to be obtained through joint ventures, teaming, subcontracting, and /or other agreements.
- (5) **Preparation and Submission of Complete Task Plans:** The offeror shall address its approach for preparing and submitting complete task plans.
- (6) **Approach for contract cost control:** The offeror shall provide its approach for effectively monitoring and controlling contract costs.
- (7) **Plan for avoiding organizational conflicts of interest, protecting sensitive and proprietary information, and export control:** The offeror shall provide its plan for

meeting the requirements of Clause H.12 for avoiding organizational conflicts of interest (OCI), including its approach to developing a formal OCI training plan. The offeror shall also provide its approach to adequately educating its employees about organizational conflicts of interest and protecting sensitive and proprietary information. The offeror shall provide its approach for ensuring the protection of Government-sensitive and third-party proprietary information received during the performance of work and for ensuring compliance with export control laws and regulations and appropriate access by foreign nationals.

- (8) **Small Business Subcontracting Plan:** In accordance with FAR 52.219-8 and 52.219-9, each large business offeror shall submit its Small Business Subcontracting Plan for ensuring the maximum practicable participation of Small Business concerns in the performance of this contract. This plan shall comply with the FAR 52.219-9 and include separate goals for each contract year. For this procurement, the Government has determined that a reasonable goal for subcontracting to SB concerns is 30% of the contract price, which includes 5% to Small Disadvantaged Businesses (SDBs), 1% to HUBZone small businesses, 1% to Service Disabled Veteran Owned small businesses and 5% to Women-Owned small businesses respectively. (Note that while the Plan required by FAR 52.219-9 requires goals to be expressed as a percentage of total planned subcontracting dollars, the Government will evaluate the proposed goals as a percentage of the proposed contract price. For completion purposes, use a contract price of \$110 million, the total maximum value of the 5-year period of performance, as referenced in B.2, Minimum and Maximum Indefinite Delivery, Indefinite Quantity (IDIQ) Contract Value.)

c. **Subfactor 3 -- Small Disadvantaged Business (SDB) Participation (in the North American Industry Classification System (NAICS) Industry Subsectors as Determined by the Department of Commerce)**

The offeror shall submit its approach for ensuring the maximum practicable participation of SDB concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce in the performance of this contract. The offeror shall address the extent to which SDB concerns are specifically identified; the extent of commitment to use SDB concerns (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones); the complexity and variety of the work SDB concerns are to perform; the realism of the proposal; past performance in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation; and the extent of participation of SDB concerns in terms of the value of the total acquisition. (The past performance information should be included for those contracts listed for the offeror for Factor 3, Past Performance). The approach shall also provide targets for the basic contract period and for each contract year. These targets shall be expressed as dollars and percentages of total contract value. For completion purposes, use a contract value of \$110 million, the total maximum value of the 5-year period of performance, as referenced in B.2, Minimum and Maximum Indefinite Delivery, Indefinite Quantity (IDIQ) Contract Value.)

Targets shall be included for each of the applicable, authorized NAICS Industry Subsectors, for SDB participation by the contractor, including joint venture partners and team members, and for SDB participation by subcontractors. If the offeror is an SDB that has waived the SDB price evaluation adjustment at FAR 52.219-23, it shall provide with its offer a target for the work that it intends to perform in the authorized Subsector as the prime contractor. Any targets will be incorporated into and become part of any resulting contract (See H.7).

**Subfactor 4 - Safety and Health**

The offeror shall address its approach to safety and health as required by NFS 1852.223-70. The offeror shall also submit a Safety and Health Plan in accordance with NFS 1852.223-73, Safety and Health Plan.

**C. BUSINESS PROPOSAL – VOLUME II****1. FACTOR 2 – COST/PRICE ANALYSIS**

Under requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of prices. It is expected that adequate price competition will be obtained under this solicitation and that a determination of price reasonableness will be made in accordance with FAR 15.403-3. However, to establish cost realism and the extent to which prices reflect performance addressed in the Technical Proposal, each offeror is required to submit cost or pricing information with its proposal pursuant to FAR 52.215-20, Alternate IV.

a. The offeror shall fully comply with the requirements set forth in FAR 15.408, Table 15-2, I. General Instructions A, E, G and II. Cost Elements. The cost proposal shall contain sufficient detail to support and explain all costs proposed, giving figures and narrative explanation. Since an award may be made without discussion, this information must be submitted with the proposal.

b. The cost proposal shall be prepared in a manner consistent with the current accounting system. Provide a statement verifying that you have an approved accounting system, including the approval date and the name of the reviewing office. List any other systems, such as estimating, purchasing, billing, compensation, and budgeting, that have been reviewed or are under review, showing the status, outstanding issues, approval date, and name of the reviewing office. Identify the responsible Government Audit Agency Office. If applicable, provide a copy of the most current Forward Pricing Rate Agreement, a statement on the status of the Cost Accounting Standards Disclosure Statement, and the status of any unresolved Cost Accounting Standards issues.

c. Each subcontract expected to exceed a total of \$550,000 shall also be supported in a similar manner consistent with all cost/pricing instructions of this solicitation. Prospective subcontractors may submit proprietary cost data directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP. The subcontractors' proposed prices shall be identical to the price identified in the Prime's proposal for the subcontracted effort. If not, the difference should be explained and the price presented in the Prime's proposal for the subcontracted effort will be considered the intended price. It is the responsibility of the Prime offeror to support the selection of its subcontractors and address its determination of the price/cost reasonableness of the subcontractors. (See FAR 15.404-3).

d. Complete the cost forms included as Attachment VII. Identify, explain, and reconcile any differences between classifications and/or rates in these cost forms and instructions, and those classifications and/or rates in the established accounting system. If contract years cross the fiscal years, show how fiscal year rates were apportioned to established contract year rates. This establishes an audit trail from the cost forms to the books and records. Read all cost form instructions carefully.

e. Computerized Cost Proposal Instructions

(1) The Government intends to use personal computers with Windows 2000 Excel software to aid in the evaluation of the cost proposal. Offerors and subcontractor(s) providing direct labor should submit cost

information electronically and saved on an IBM-compatible 3-1/2 inch diskette or CD, two copies, in a format that can be opened with the specified software. Offerors shall virus scan all diskettes and CDs prior to submission. Computerized cost information must be the identical information and format submitted in the paper proposal. In the event of any inconsistency between the diskettes or CDs and the paper proposal, the paper proposal will be considered the intended version. Any questions related to the computerized cost proposal shall be directed to Tracy Siegel, 757-864-2538, Tracy.M.Siegel@nasa.gov.

(2) Each diskette or CD submitted must have an external label attached providing the Offeror's Name, date of proposal and the solicitation number. It is preferred that all information be provided in one file with as many sheets as necessary; however, if the information you are submitting requires more than one file, save all files under one folder and no two files or folders shall have the same name. All linking must be within that folder and all linked files must be provided. There shall be no external links. The cost files/folder name must begin with at least the first four letters of the company's name or normal abbreviation, for example, Always Be Careful, Inc. cost file could be Always.xlw or ABCI.xlw.

(3) ALL ELECTRONIC COST SUBMISSIONS SHALL BE TRUE SELF-CALCULATING SPREADSHEETS. Any "absolute values" must be explained and supported. Any hidden information contained, whether in cells, columns or rows shall be disclosed and explained, along with instructions for displaying the information. Do not password protect any portion of the computerized cost proposal unless the password is provided to the Government.

f. Other Price and Cost Detail Instructions

(1) The five-year proposed cost shall be estimated on a CPFF basis based on the information set forth below. It is not intended that the resulting cost proposal equal the contract maximum value. The required "proposed budget" under L.10.B.1a. subfactor 1, (7) for each sample task order shall not be included as part of this cost proposal. However, if the rates and factors used to establish the sample Task Order "budgets" do not correlate with those used to establish the proposed price in Cost Form A, explain. The estimates for direct labor hours, material costs, ADP resources, conference room rental, and travel costs are for proposal and selection purposes only and are not a guarantee for any contract that may be awarded.

(2) All cost and pricing information should be submitted in a format consistent with the contract's five-year period of performance with details by contract year and in total. Assume the contract will be awarded on January 3, 2005, with an effective date of February 1, 2005. On the effective date, the contractor shall be prepared to perform all aspects of the contract.

(3) Labor - For estimating purposes, assume direct labor hours will be required for each of the labor skill categories, spread equally over the five year period of performance, as set forth in the matrix below. If any of the positions are classified by the accounting system as other than direct labor, or if you propose to subcontract any of the positions, so indicate. Reconcile any differences between these categories and those in the established accounting system. For evaluation purposes, the "direct labor hours" discussed in these instructions are defined by NASA as those productive hours expended by contractor and/or subcontractor personnel in performing direct functions required by Task Orders. It does not include contract manager, administrative or other labor (e.g., purchasing agent, secretary, program manager) classified as direct or indirect by the established accounting policy and procedures. The term does not include sick leave, vacation, holiday leave, military leave, or any type of administrative leave. It does include overtime hours and direct labor hours provided under subcontracts. It does not include overtime hours provided by the prime. The proposal must show the hours and costs by labor classification/category; however, the resultant contract will not reflect a specified level-of-effort. Any composite hourly rates must be explained.

## TASK ORDER LABOR MATRIX

(Task Order Direct Labor Hours for Proposal Purposes for 5 year period of performance)

CLASSIFICATION	PROPOSAL HOURS
Study Manager	127,820
Senior Scientist	104,280
Scientist	22,220
Senior Engineer	199,100
Engineer	88,880
Senior Management Analyst	18,040
Senior Mathematician /Analyst	3,520
Mathematician/Analyst	8,800
Senior Analyst (WWW Support)	28,600
Senior Analyst (MIS Support)	24,816
Editor/Technical Writer	15,840
Clerical/Secretarial (General)	8,800
Clerical/Secretarial (Conference)	4,092
TOTAL	654,808

This data is provided for information only. Offerors must propose the skills determined proper to support the technical proposal. Any variance from the estimated labor hours and classifications shown above shall be fully supported and be consistent with the technical proposal.

(4) Indirects - For each indirect pool, identify the rates, sources of rates, and bases used to determine the proposed costs. Explain how the indirect rates were determined for this proposal. State whether this contract has been considered in determining the proposed indirect rates. If proposing recently audited rates so state and provide the responsible audit office and point of contact. If the indirect rates have not been reviewed within the last 12 months by the responsible Government Audit Agency, provide a cost history for the last three years, including the actual expense pools and application base amounts for larger indirect pools [e.g., overhead, fringe benefits, and G&A]. Detail any labor elements in the pools and provide the history of all indirect rates. The cumulative value of orders issued under this contract could significantly vary between the contract minimum and much higher amounts. Discuss the effects that would have proposed indirect rates.

(5) Material - For estimating purposes assume \$30,000 annually for printing, copying, telephone, facsimile, services and office equipment rental costs directly required by the Task Orders. Provide support and rationale for any additional material costs proposed.

(6) ADP Resources – For estimating purposes, assume \$50,000 annually for computer usage/rental costs directly required by the Task Orders. Provide support and rationale for any additional ADP resources costs proposed.

(7) Conference Room Rental – For estimating purposes assume \$30,000 annually for all conference room rental costs directly required by the task orders. Provide support and rationale for any additional conference room rental costs proposed.

(8) Travel - For estimating purposes assume \$500,000 annually for all travel costs related to Task Orders issued by the Government. Provide support and rationale for any additional travel costs proposed.

(9) Other Direct Costs (ODC) - Provide an itemized breakdown and detailed explanation of any ODC proposed for this effort other than those specifically addressed in paragraphs (5) through (8) above.

(10) Facilities Capital Cost of Money (FCCOM) - Clearly identify FCCOM if it is included in the proposal (ref. FAR 52.215-16). If FCCOM is not proposed, Clause 52.215-17, Waiver of Facilities Capital Cost of Money, will be included in the contract. As required by NASA FAR Supplement 1815.404-471-5(a), when FCCOM is included as an item of cost in the contractor's proposal, a reduction in the profit/fee objective will be made in an amount equal to the amount of FCCOM allowed in accordance with FAR 31.205-10(a)(2) or 1 percent of the cost base, whichever is less.

(11) Escalation – The proposal should include anticipated escalation. Escalation factors should be clearly stated and escalated amounts shown for each escalated item. Provide the derivation and rationale for the proposed escalation. Discuss the rationale for not escalating any elements that would normally be escalated.

(12) Fixed Fee – Clearly show the amounts proposed for fixed fee and provide rationale. Clearly show how FCCOM was considered in the calculation of the proposed fee.

(13) Indefinite Delivery Indefinite Quantity (IDIQ) Schedule of Rates - The cost reimbursement schedule in Section H.16, Schedule of Rates for Pricing Task Orders, of the contract shall be completed and submitted with the cost proposal and contract schedule. The fully burdened labor rates set forth in H.16 of the resultant contract are to be used to establish the cost/price issued under the individual task orders. The rates proposed in the Schedule shall correlate with and be traceable to those used to establish the proposed contract estimate above. Any deviations must be explained. No management/administrative task will be issued under the resulting contract as H.14(a) of the proposed contract states, “The Contractor may incur costs under this contract only in performance of task orders and task order modifications. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.” Identify and discuss the method of charging costs associated with managing and administering this contract, including planning, estimating, and negotiating Task Order Requests, and all reporting requirements.

a. Direct Labor Rates – The labor rates inserted in the Schedule of Rates for Pricing Task Orders for each labor category are the proposed fully burdened hourly labor rate to provide one performance standard hour of effort. The Schedule of Rates for Pricing Task Orders shall identify prime contractor rates only. The proposed fully burdened labor rate shall consider the direct labor rate for that labor category and all applicable direct and indirect costs. Any composite hourly rates must be explained. Any labor considered direct by the accounting system that is not considered direct labor as defined in this document shall be apportioned to the labor categories. The proposed labor rate should include anticipated escalation unless escalation is prohibited by law, regulation, or a specific clause in this document. The direct and indirect rates and application bases used to derive the proposed fully burdened rate must be explained and supported and should correlate with and be traceable to those used to establish the proposed contract estimate above. No fee and/or profit are to be included in the contract Agreement on Rates for Pricing Task Orders.

b. Indirect Rates – The indirect rates shall be those that are required to derive the cost load to be applied to each relevant direct dollar of cost. The source of or derivation of each rate must be provided. Any indirect rate that is applicable to a non-labor related cost (such as material, subcontracts, or other direct costs) shall be the rate(s) required to derive the total load to be applied to those dollars. The individual rates applicable to the labor related costs must be included in the loaded labor rates. Itemize each indirect rate, applicable to this contract and not

included in a burdened rate, and show its corresponding application base. All composite rates must be explained. [For example, the material handling rate may be 5%, but because a 12% G&A is applied to the material handling cost, the total cost applied to each material dollar is 5.6%. Thus, 5.6% is the material handling rate that would appear on the schedule.]. As the rates listed by the Government in the Schedules of Rate may not be consistent with the accounting system, lines may be added as necessary.

#### **D. PAST PERFORMANCE – VOLUME III**

##### **FACTOR 3 - PAST PERFORMANCE**

1. Background - Past performance is one indicator of an offeror's ability to perform successfully. Therefore, this factor will assess each offeror's record (including the record of each significant subcontractor or teaming partner) of performing services or delivering products that are similar in size, scope, content, and complexity to the requirements of this solicitation (or to the portion of work to be performed by the significant subcontractor or teaming partner). For purposes of this factor, a significant subcontractor or teaming partner is defined as one exceeding \$550,000 in proposed price.
2. Content Guidelines - The information provided in the proposal shall contain overall corporate or offeror past performance, but not the past performance of individuals who are proposed to be involved in the required work. However, for newly formed businesses having little or no experience as the new business entity, the past performance of a predecessor business entity or the past performance of the company's principal owner(s) or corporate officer(s) shall be submitted. Newly formed business entities submitting such information shall also submit a thorough and clear explanation of why such information should be considered predictive of the offeror's performance under a contract resulting from this solicitation.
3. Proposal Content - The offeror shall include in its proposal a list of contracts that it, as well as its significant subcontractor(s) or teaming partner(s), has held within the past three years for requirements that are similar in size, scope, content, and complexity to the requirements of this solicitation (or to the portion of work to be performed by the significant subcontractor or teaming partner). For each contract identified, the offeror shall include:
  - (a) Contract Number
  - (b) Contracting Agency
  - (c) Points of contact in the program and contracting offices, including accurate telephone numbers
  - (d) Contract type
  - (e) Contract beginning and ending dates
  - (f) Original cost/price and delivery terms, as well as actual cost/price and delivery
  - (g) Base, fixed, incentive and award fee available, if applicable. Incentive and award fee actually earned (by contract year), if applicable
  - (h) Brief description of the contract
  - (i) The extent to which contract objectives were met, including technical, schedule, cost, management, occupational health, safety, and security; Overall mission success; Subcontracting goals (achievement of

all goals, with emphasis on record of meeting small disadvantaged business subcontracting goals, as well as monetary targets for small disadvantaged business participation)

The offeror shall also include with its proposal a list of the firms/customers that will submit past performance questionnaires (see paragraph 4. below). Also provide written consent of the proposed subcontractors to allow the Government to discuss the subcontractors' past performance with the offeror.

4. Past Performance Questionnaires - Each offeror, as well as each significant subcontractor or teaming partner, shall select three customers for whom it has performed services or delivered products in the last three years that are similar in size, scope, content, and complexity to the requirements of this solicitation (or to the portion of work to be performed by the significant subcontractor or teaming partner). The offeror shall provide each of these customers a Past Performance Questionnaire (Attachment I to this solicitation) for completion and submission to the Contract Specialist for this solicitation. The selected customers should return or fax this questionnaire within the timeframe specified in this solicitation to the address or fax number provided. The information submitted may be verified by the Government through discussions with the references provided.

5. Independent Past Performance Information - Other references, aside from those provided by the offeror, may be contacted and their comments considered during the source selection process. While the Government may elect to consider data obtained from other sources, the burden of providing relevant references that the Government can readily contact rests with the offeror.

**SECTION M****EVALUATION FACTORS FOR AWARD**

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**M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

None included by reference

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS**

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

None included by reference

**M.2 METHOD OF EVALUATION**

A. Proposals received in response to this RFP will be evaluated by a NASA Source Evaluation Board (SEB) in accordance with NFS 1815.3, Source Selection. Mission Suitability will be scored. Cost and Past Performance will not be scored. The Source Selection Authority, after consulting with the SEB and other advisors, will make a selection for contract award to the offeror whose proposal, based on an integrated assessment of all evaluation factors, which is most advantageous to the Government.

B. Evaluation will be on the basis of material presented and substantiated in the offeror's proposal and not on the basis of what may be implied. Vague statements will be interpreted as a lack of understanding on the part of the offeror and/or inability to demonstrate adequate qualifications. The offeror's attention is directed to Section L, L.10, which provides important instructions concerning proposal preparation.

**M.3 EVALUATION FACTORS****A. FACTOR 1 - MISSION SUITABILITY**

The Government will evaluate the offeror's identification and discussion of programmatic risks and the approach for managing those risks in the response to each subfactor as set forth in NFS 1815.305, Proposal Evaluation.

**1. Subfactor 1 - Understanding the Requirements**

This subfactor will be used to evaluate the offeror's understanding in all areas of Section C, Statement of Work technical requirements, as well as to the ability to accomplish the work as indicated by the proposed approaches for performance of the sample tasks included as Attachment II. Under this subfactor, the offeror's proposed cost for each approach will be evaluated for reasonableness and used as an indication of its understanding of the requirement.

**a. Proposal and Mission Concept Evaluations**

The offeror will be evaluated on the understanding of and approach to performing proposal and mission concept evaluations covering the technical, management, cost and other program factors. The offeror will also be evaluated on the approach to planning the logistics of the evaluation and identifying the expertise needed.

**b. Assessments**

The offeror will be evaluated on its understanding of and approach to conducting assessments including technical; management; cost; risk; safety; environmental impact; mission trajectory; resource utilization; analyses of instruments, spacecraft and launch vehicle designs; systems engineering; fabrication; and assembly, test and launch operations assessments, and identifying the expertise needed for the assessment.

**c. Cost Assessment:**

The offeror's understanding of and approach to conducting cost assessment activities; estimating development and life-cycle costs; and assessing cost risks will be evaluated.

**d. Management, Scientific and Technical Studies:**

The offeror's understanding of and approach to conducting and identifying the expertise needed for: Management studies; Scientific studies; and Technical studies will be evaluated.

**e. Administrative Support:**

The offeror's approach to providing administrative support will be evaluated, including:

(a) The ability to secure facilities for up to 100 people, Internet access and hook-ups for all attendees; a separate area or room for up to four administrative support personnel with space for a copier and computers for each and a printer.

(b) Support for meetings and related workshops including generating and distributing explanatory materials, providing logistical support as necessary for audio-visual equipment, copiers, computers and printers.

**f. Information Management Services:**

The offeror's approach will be evaluated to providing information management services, compatible with a MAC based system, including web-based information management systems in support of evaluations, assessments, and studies; databases; quality management; reference documents; and web site development and maintenance.

**g. The offeror's task plan for completing each sample Task Order (Attachment II) will be evaluated considering:**

- (1) Technical approach for the specific requirement
- (2) Subcontractor effort, if applicable
- (3) Staffing including numbers, types and qualifications (classification) of personnel
- (4) Time schedule for completing the work including start and completion times and key intermediate milestone dates
- (5) Proposed budget (e.g., labor, materials, ADP resources, conference room rental, travel, equipment, facilities)

## 2. Subfactor 2 – Management and Operations

In this subfactor, the offeror will be evaluated on the following:

- (a) **Protection of Data:** The offeror will be evaluated on its approach for providing a level of protection sufficient to prevent unauthorized access to source selection material for web-based information management systems, databases, and facilities used to conduct proposal evaluations.
- (b) **Quick Studies and Assessments:** The offeror will be evaluated on its approach for promptly and effectively preparing, organizing and conducting studies and assessments which take no more than three months to complete.
- (c) **Managing the total contract and individual orders:** The offeror will be evaluated on its approach for efficiently organizing, assigning, tracking, performing and controlling the work flow from task initiation to task completion for individual orders. The offeror will also be evaluated on the adequacy and soundness of its overall approach for managing the total contract.
- (d) **Teaming Arrangements:** The offeror will be evaluated on the adequacy and soundness of the roles, responsibilities, and work functions that the offeror expects to obtain through joint ventures, teaming, subcontracting, and /or other agreements.
- (e) **Preparation and Submission of Complete Task Plans:** The offeror's approach for preparing and submitting complete task plans will be evaluated.
- (f) **Approach for contract cost control:** The offeror's approach for monitoring and controlling contract costs will be evaluated.
- (g) **Avoiding organizational conflicts of interest, protecting sensitive and proprietary information, and export control:** The Government will evaluate the offeror's proposed method for meeting the requirements of Clause H.12 for avoiding organizational conflicts of interest, including its approach to developing a formal OCI training plan. The Government will also evaluate the offeror's approach to adequately educating its employees about organizational conflicts of interest and protecting sensitive and proprietary information. The processes for ensuring the protection of Government-sensitive and third-party proprietary information received during the performance of work and for those for ensuring compliance with export control laws and regulations, and appropriate access by foreign nationals will be evaluated.
- (h) **Small Business Subcontracting Plan:** The Government will evaluate the adequacy of the Small Business Subcontracting Plan against the requirements of FAR 52.219-9 for ensuring maximum practicable participation of small business concerns in the performance of this contract. The Government will evaluate the offeror's subcontracting plan in comparison with the specific goals set forth in Section L, L.10, Subfactor 2, section (9).

## 3. Subfactor 3 -- Small Disadvantaged Business (SDB) Participation (in the North American Industry Classification System (NAICS) Industry Subsectors as Determined by the Department of Commerce)

The offeror's proposed extent of maximum practicable participation of SDB concerns in the NAICS Industry Subsectors as determined by the Department of Commerce in performance of this contract will be evaluated. The extent to which SDB concerns are specifically identified; the extent of commitment to use SDB concerns (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones); the complexity and variety of the work SDB concerns are to perform; the realism of the proposal; past performance in complying with subcontracting plan goals for SDB concerns and monetary targets for SDB participation; and the extent of participation of SDB concerns in terms of the value of the total acquisition will be evaluated. The proposed targets for each of the applicable authorized NAICS Industry Subsectors for SDB participation by the contractor, including joint venture partners and team member, and for SDB participation by subcontractors, will be evaluated.

#### **4. Subfactor 4 - Safety and Health**

The offeror's approach to safety and health as required by NFS 1852.223-70 will be evaluated. The suitability and adequacy of the offeror's Safety and Health Plan in accordance with NFS 1852.223-73, Safety and Health Plan.

#### **B. Factor 2 – Cost/Price Analysis**

An analysis of the proposed price will be conducted to determine its reasonableness, acceptability and extent to which it reflects performance addressed in the technical proposal. In addition, an in depth analysis of the proposed cost elements will be performed to assess cost realism and the offeror's capability to accomplish the contract objectives within the cost proposed. A probable cost will be developed for purposes of determining best value. The reasonableness of the proposed fee will be assessed in accordance with FAR 15.404-4. A price evaluation adjustment factor of ten (10) percent for small disadvantaged business concerns may be applied if the requirements of FAR 52.219-23 are met. The cost/price proposal may be used as an aid to determine the offeror's understanding of the Mission Suitability Factor.

#### **C. Factor 3 - Past Performance**

The Past Performance factor will evaluate each offeror's record (including the record of any significant subcontractor or teaming partner) of performing services that are similar in size, scope, content, and complexity to the requirements of this solicitation (or to the portion of work to be performed by the significant subcontractor or teaming partner). The rating assigned to Past Performance (see below) will reflect consideration of information contained in the proposal, past performance evaluation input provided through customer questionnaires, and other references, if any, that the Government may contact for additional past performance information. Offerors without a record of relevant past performance, or for whom information on past performance is not available, shall receive a neutral rating. Offerors are cautioned that omissions or an inaccurate or inadequate response to this evaluation factor will have a negative effect on the overall evaluation.

Past Performance Ratings - The ratings set forth below will be used to evaluate the Past Performance factor for each offeror.

Each of the adjective ratings below has a "performance" component and a "relevance" component. The offeror must meet the requirements of both components to achieve a particular rating. In assessing relevance, the Government will consider the degree of similarity in size, scope, content, and complexity to the requirements in this solicitation (or to the portion of work to be performed by the significant subcontractor or teaming partner), as well as how current the past performance is.

In assessing performance, the Government will make an assessment of the offeror's overall performance record. The Government will evaluate the offeror's past performance record for meeting technical,

schedule, cost, management, occupational health, safety, security, mission success, subcontracting goals, and other contract requirements. Isolated or infrequent problems that were not severe or persistent, and for which the offeror took immediate and appropriate corrective action will be considered by the Government. In addition, the Government will also consider problems that were within the contractor's control and were significant, persistent, or frequent, or when there is a pattern of problems or a negative trend of performance.

Excellent - Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance; and experience that is highly relevant to this procurement.

Very good - Very effective performance; fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies with minimal effect on overall performance; and experience is very relevant to this procurement.

Good - Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance; and experience is relevant to this procurement.

Satisfactory - Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance; and experience is at least somewhat relevant to this procurement.

Poor/Unsatisfactory - Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas which adversely affect overall performance.

Neutral - no record of relevant past performance or past performance information is not available

## M.4 RELATIVE IMPORTANCE OF EVALUATION FACTORS

A. The weights to be used in the scoring of the Mission Suitability subfactors are presented below:

<u>Subfactors</u>	<u>Weights</u>
1. Understanding the Requirement	500
2. Management and Operations	300
3. Small Disadvantaged Business (SDB) Participation (in the North American Industry Classification System (NAICS) Industry Subsectors as Determined by the Department of Commerce)	100
4. Safety and Health	<u>100</u>
Total	1000

B. The numerical weights assigned to the above subfactors are indicative of the relative importance of those evaluation areas. Overall, in the selection of contractor(s) for contract award, Mission Suitability and Past Performance will be of essentially equal importance, with Cost being of lesser importance than either Mission Suitability and Past Performance. All evaluation factors other than Cost, when combined, are significantly more important than Cost.

C. A pool of 300 points will be used to adjust the Mission Suitability score to account for any weaknesses associated with the lack of cost realism present in the offeror's proposal. This adjustment will be made if the proposed resources are unrealistically high or low according to the following guidelines.

The "cost realism adjustment" will be determined for the overall cost derived from the instructions contained in L.10. Depending on the severity of the lack of realism, some or all of the points in the cost realism pool will be deducted from the offeror's Mission Suitability score.

The total number of points to be subtracted from the Mission Suitability score will be calculated as follows:

Difference between Proposed And Probable Cost	Point Adjustment
+/- 0 - 5%	0 points
+/- 6 - 10%	-50 points
+/- 11 - 15%	-100 points
+/- 16 - 20%	-150 points
+/- 21 - 30%	-200 points
+/- >30%	-300 points

**ATTACHMENT I  
SOLICITATION NNL04046538R**

**RESERVED**

PAST PERFORMANCE FORM  
ATTACHMENT I  
SOLICITATION NNL04046538R

ATTN: Robert J. Rice  
TO BE OPENED BY ADDRESSEE ONLY  
NASA LANGLEY RESEARCH CENTER M/S 126  
9A LANGLEY BOULEVARD  
HAMPTON VA 23681-0001  
TELEPHONE: (757) 864-2267  
FAX: (757) 864-9011

*This form contains Source Selection Information when completed.  
See FAR 3.104.*

EVALUATION OF PAST PERFORMANCE  
FOR SOLICITATION NO.: # 1-LCM-4200046538  
DUE: TBD

I. CONTRACT INFORMATION

A. Name of Company Being Evaluated:

B. Address:

C. Contract Number:

D. Contract Type:

E. Contract Value:

F. Period of Performance: From:            To:

II. DESCRIPTION OF CONTRACT:

During the contract performance being evaluated, this firm was the: \_\_\_\_\_ Prime Contractor; \_\_\_\_\_ Significant Subcontractor; \_\_\_\_\_ Team Member; \_\_\_\_\_ Other (describe)

Does a corporate or business relationship exist between the firm being evaluated and the organization?

\_\_\_ No, \_\_\_ Yes. If yes, please describe.

III. EVALUATOR

Name:

Title:

Organization:

Address:

e-mail address:

Telephone No.:

Fax No.:

SEND TO: Robert J. Rice  
 NASA LANGLEY RESEARCH CENTER M/S 126  
 9A LANGLEY BOULEVARD  
 HAMPTON VA 23681-0001  
 TELEPHONE: (757) 864-2267  
 FAX: (757) 864-9011

**PERFORMANCE INFORMATION:** Mark the column/number that corresponds to the descriptions in the table below to describe the contractor’s performance.

<b>P/U</b>	<b>S</b>	<b>G</b>	<b>VG</b>	<b>E</b>	<b>N</b>
<b>Poor/ Unsatisfactory</b>	<b>Satisfactory</b>	<b>Good</b>	<b>Very Good</b>	<b>Excellent</b>	<b>Neutral</b>
<b>Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; deficiencies in one or more areas, which adversely affect overall performance.</b>	<b>Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.</b>	<b>Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.</b>	<b>Very effective performance; fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies with minimal effect on overall performance.</b>	<b>Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance.</b>	<b>No record of relevant past performance or past performance information is not available</b>

IV. TECHNICAL PERFORMANCE

A. How would you rate the contractor's technical performance in the following areas? Please indicate Poor/Unsatisfactory, Satisfactory, Good, Very Good, Excellent, or Neutral for each area (please see page 76 for definitions of each of these ratings).

WORK ELEMENT	Poor/ Unsatisfactory	Satisfactory	Good	Very Good	Excellent	Neutral
<b>Evaluations, Assessments, Studies and Services Support</b>						
1. Proposal and Mission Concept Evaluations covering technical, management, cost and other program factors						
2. Assessments of current and potential 3. programs						
3. Management, Scientific and Technical Studies						
4. Quick Studies and Assessments						
5. Information Management Services						
6. Administrative Support for evaluations assessments, studies, meetings and related workshops						

Comments:

B. How would you rate the contractor's technical performance in the following areas? Please indicate Poor/Unsatisfactory, Satisfactory, Good, Very Good, Excellent, or Neutral for each area please see page 76 for definitions of each of these ratings).

<b>Technical Performance</b>	Poor/ Unsatisfactory	Satisfactory	Good	Very Good	Excellent	Neutral
Completeness and Accuracy						
Timeliness						
Product Reviews/Product Assurance						
Documentation						
Qualifications of Technical Staff						
Overall Technical Performance						

Comments:

V. MANAGEMENT PERFORMANCE

C. How would you rate the contractor in the following areas? Please indicate Poor/Unsatisfactory, Satisfactory, Good, Very Good, Excellent, or Neutral for each area (please see page 76 for definitions of each of these ratings).

<b>Management Performance</b>	<b>Poor/Unsatisfactory</b>	<b>Satisfactory</b>	<b>Good</b>	<b>Very Good</b>	<b>Excellent</b>	<b>Neutral</b>
Safety Compliance						
Local Management Authority						
Contract Compliance						
Subcontract Administration						
Responsiveness to Technical Direction						
Phase-in						
Task Plan Development						
Work Control						
Responsiveness to Changing Requirements						
Management of Diverse Tasks						
Early Identification of Problems and Timely Resolution						
Procurement System						
Property Management System						
Worked Without Extensive Guidance						

VI. FINANCIAL MANAGEMENT PERFORMANCE

D. A. How would you rate the contractor in the following areas? (please see page 76 for definitions of each of these ratings).

<b>Financial Management Performance</b>	<b>Poor/Unsatisfactory</b>	<b>Satisfactory</b>	<b>Good</b>	<b>Very Good</b>	<b>Excellent</b>	<b>Neutral</b>
Complete and Timely Financial Reporting						
Cost Control						
Accounting System						
Adherence to Cost Estimates						
Overall Financial Management						

B. Please provide the contractor's yearly overhead and G&A rates for the most recent three years available:

<b>Overhead Rate</b>	<b>G&amp;A Rate</b>	<b>Year</b>

C. If ceiling rates are contained in this contract, please indicate current ceiling rates:

<b>Overhead</b>	<b>G&amp;A</b>

D. Has the contractor experienced overruns or under runs? No Yes

If yes, please elaborate.

E. Is there an award or incentive fee? If so, please give the fee dollars and percentages earned for the last three reporting periods:

Review Period	Fee Dollars	Percentage of Possible Fee

VII. CONCLUSIONS

Would you recommend this contractor for another contract? Why?  
 Please add any comments you feel appropriate.

**SAMPLE TASKS  
SOLICITATION NNL04046538R  
ATTACHMENT II**

**Sample Task Order**

**Task 1: Venus Observer Mission – Technical, Management and Cost (TMC) Review**

**I. Background** - Venus Observer Mission is a fictional program that will select a scientific mission to the planet Venus. If this mission were not fictional offerors would submit proposals in response to an Announcement of Opportunity (AO) released out of NASA Headquarters (see website below for current NASA AO for information purposes). These proposals would cover the entire expense of the mission, e.g., instruments, spacecraft, launch services, flight operations, and scientific analyses. This task is limited to the technical, management, cost and other factors review.

**II. Scope** - Estimate of 44 proposals, each with 25 pages of technical, management, and cost information to be evaluated by the contractor. The TMC evaluation will judge the Technical Merit and Feasibility of the Investigation and also the Feasibility of the Mission Implementation, Including Cost Risk which are exactly the same as the criteria used in the Mars Scout 2002 AO 02-OSS-02. The Mars Scout 2002 AO can be found at Internet URL:

<http://spacescience.nasa.gov/>

go to Research Solicitation

go to Past/Archive Solicitation and Selections

Note that the proposals also contain 2 pages of Education and Public Outreach, which will be evaluated separately by NASA Headquarters. NASA Headquarters will send complete proposals to the members of the TMC evaluation team.

Offerors are to assume the following when preparing their Task Plan (see Task Plan instructions contained in L.10 of the RFP)

Estimate number of 46 reviewers

- 9 NASA (all costs covered by NASA)
- 3 cost analysts from the Aerospace Corporation (all costs covered by NASA)
- 9 experts, may be broken out as follows:
  - o 4 Cost Experts
  - o 1 Management/Schedule Expert
  - o 1 Technical (Mission Design)
  - o 1 Technical (Instruments)
  - o 1 Systems Engineering e.g., Propulsion, Attitude Control System
  - o 1 Integration

May substitute company experts in place of consultants

- 6 reviewers from Sacramento, CA
- 8 reviewers from Phoenix, AZ
- 4 reviewers from Dallas, TX
- 3 reviewers from Hampton Roads
- 4 reviewers from Washington/Baltimore area

### III. Requirements

The evaluation process is defined as follows:

- The Evaluation Team will consist of a Voting Panel and 4 sub-panels.
- The chairperson of each sub-panel and 2 NASA representatives, one of whom will chair the evaluation as a whole, will serve on the Voting Panel.
- The 4 TMC sub-panels will evaluate 11 proposals each. Each sub-panel will have experts in each area such as, instrument development, key spacecraft subsystems (e.g., power, data management, attitude control), flight operations, and development project management.
- In addition, there will be experts in mission/trajectory analysis; propellant and/or entry/reentry analysis; instrument technical support; technology review and analysis.
- Each reviewer reviews 11 proposals and submits via a contractor provided web-based system his/her first cut at strengths and weaknesses for Technical Merit and Feasibility of the Investigation and also the Feasibility of the Mission Implementation criteria, over a 4-week period prior to a plenary evaluation meeting to develop draft consensus evaluations of strengths and weaknesses in the criteria for each. The web-based system prepares the report.
- On average, each panel has 11, 4-hour telecons over a 4-week period prior to a plenary evaluation meeting to develop draft consensus evaluations of strengths and weaknesses based on the criteria for each proposal. The draft consensus evaluations are again posted on the secure web site.
- At the Langley Research Center plenary evaluation, the draft consensus evaluations are reviewed by each sub-panel, and the results presented to the Voting Panel. The Voting Panel will guide each sub-panel on how to complete their evaluations so that they are suitable for use in debriefing the mission proposers. The Voting Panel scores the proposals based on the strengths and weaknesses, and the contractor prepares the final report in the TMC evaluation.

### IV. Equipment (to be provided by the Contractor)

- Internet server providing secure website for the posting and editing of evaluations by the evaluators
- Four Macintosh (or compatible) computers with at least one printer for use in preparing draft reports at the plenary session
- Collating copy machine for preparing copies of draft reports at the plenary session

### V. Deliverables

- 15 copies of the final report of TMC evaluation containing, for each proposal: A score (1 to 5) for Technical Merit and Feasibility of the Investigation backed up by a summary rationale and by a 3 to 5 page report on specific strengths and weaknesses.
- A risk rating (low, medium or high) of the Feasibility of the Mission Implementation scheme, also backed up by a summary rationale and by a 3 to 5 page report on specific strengths and weaknesses.

### VI. Schedule

- Proposals for Venus Observer Mission due October 5, 2005
- Proposals distributed on TMC evaluations by October 18, 2005
- Telecons begin October 28, 2005
- Last telecon November 28, 2005
- Plenary session: December 9 to 13, 2005
- Final report due December 23, 2005

**Sample Task Order**  
**Task 2: Saturn Explorer Mission**

**I. Background** - The Saturn Explorer Mission (SEM) is a fictional program that will select a scientific mission to the planet Saturn. The study of Saturn is crucial not only to the understanding of its origin and nature of the solar system, but also the giant extrasolar planets in general. This particular mission would help provide a better understanding of Saturn's gross dynamical and structural properties through determination of mass and size of Saturn's core, its gravitational and magnetic fields and internal convection. The New Frontiers Announcement of Opportunity (AO)(AO-03-OSS-03) can be found at Internet URL:

<http://spacescience.nasa.gov>

go to Research Solicitation

go to Closed Solicitations (Selections not yet announced)

The SEM will be selected in spring of 2005. Before any work begins, an assessment shall be provided to the Associate Administrator of the Office of Space Science on the risk associated with the success of this mission.

**II. Scope** - For the purposes of this Task Order the offeror shall assume an Assessment Panel (AP) that consists of the following (The names below are fictitious and are only provided for information purposes):

- Prof. Adams, Cal Tech, CA
- Dr. Smith, Los Alamos, CA
- Dr. Jones, Dallas, TX
- Dr. Abner, Cleveland, OH
- Mr. Barns, St. Louis, MO
- Ms. Berry, Huntsville, AL
- Cost analyst from the contractor
- Cost analyst from the Aerospace Corporation (all costs covered by NASA)

**III. Requirements** - The AP will evaluate the risk associated with the success of this mission, whether the anticipated cost cap is realistic, and whether NASA should continue with a mission at this time. The AP will evaluate the SEM documents and attend a key review of the SEM at JPL with the following milestones:

- |  |                    |
|--|--------------------|
| - Kickoff evaluation                         | June 2 to 4, 2005  |
| - Attend Mission review at JPL               | July 29 & 30, 2005 |
| - Presentation of final report to AA for OSS | August 23, 2005    |

**IV. Equipment (to be provided by the Contractor) -**

- Internet server providing a website for posting and editing portions of the assessment
- Two Macintosh (or compatible) computers with at least one printer for use in preparing draft reports at the LaRC plenary sessions
- Collating copy machine for preparing copies of draft reports at the LaRC plenary sessions

**V. Deliverables -**

- 30, black and white copies of final report of assessment, approximately 35 pages long, addressed to the Associate Administrator for Space Science
- One-hour briefing to the Associate Administrator for Space Science or his deputy

**Sample Task Order**  
**Task 3: Mars A Study**

**I. Background** - Mars A is an imaginary mission to Mars that would swing by the Earth's Moon on its way to a Mars orbit. For this sample task, we further imagine that as the mission passed behind the Moon, the strength of the transmitted signal dropped by 30 db. We imagine that a "Tiger Team" at NASA Headquarters has completed an investigation into the anomaly and has come up with 4 candidate mechanisms to explain the anomaly.

**II. Scope** - For the purposes of this Task Order the offeror shall assume a Study Panel (SP) that consists of the following (The names below are fictitious and are only provided for information purposes):

- Dr. Jones, Chicago, Chairman
- Dr. Smith, Phoenix, radiation effects expert
- Dr. Spock, Seattle, expert on Mars environment
- Dr. Davis, Anchorage, expert on space communication systems

Dr. Jones and Dr. Smith are world renowned consultants. The other two named members are senior engineers. The rest of the panel is to be staffed by experts suggested by the contractor and approved by the Mars A Program Executive at NASA Headquarters. The experts suggested may be contractor staff or consultants.

**III. Requirements** – This time-sensitive study will bring together the top experts in the nation. These experts will be responsible for providing NASA with the strengths and weaknesses of eight options presented by the Tiger Team and to make a recommendation. This study is time sensitive because some options must be exercised within 60 days. The study must be in place as soon as possible and completed within 45 days of the issuance of this task request.

Experts in systems engineering, radiation effects, space communications, mission trajectory analysis, attitude control, thermal control, and power generation must review the 120-page report of the Tiger Team mission documentation and the design of the Mars A mission as part of their analysis. JPL will run detailed simulations at the request of the panel.

**IV. Schedule** -

- The panel members identified above have indicated that they are available to accept the assignment, and the Mars A project at NASA HQ has agreed to provide all information necessary to assist in the study.
- The study request is being issued on Monday
- The NASA Administrator has requested a 4-day meeting of the team be conducted in no more than 2 weeks from the issuance of this task request. The team meeting should be held at NASA Headquarters followed by a week-long, fact-finding meeting at the Jet Propulsion Laboratory.
- A preliminary report is due in 30 days
- A final report is due in 45 days

**V. Equipment (to be provided by the Contractor)** -

- Internet server providing a secure website for posting and editing the report
- Two Macintosh (or compatible) computers with at least one printer for use in preparing draft reports at the plenary sessions
- Collating copy machine for preparing copies of draft reports at the plenary sessions

**VI. Deliverables –**

- Task Plan, in response to this task request
- Preliminary report in the form of a 1-hour presentation given to the Associate Administrator for Space Science
- Final report in the form of a 55-page black and white document and a 1-hour presentation given to the Associate Administrator for Space Science
  - o Acknowledgements, 1 page
  - o Executive summary, 5 pages
  - o Methodology, 5 pages

**SOLICITATION NNL04046538R  
ATTACHMENT IV**

**RESERVED**

**Quality Assurance Surveillance Plan  
SOLICITATION NNL04046538R  
ATTACHMENT V**

## Quality Assurance Surveillance Plan (QASP)

### 1.0 Contract Specific Information

<b>RFP/Contract Number: NNL04046538R</b>
<b>Period of Performance: February 1, 2005 thru January 31, 2010</b>
<b>Est. Value: \$110 million</b>
<b>Name of Tech. Requester/COTR: Jennings B. Cherry</b>
<b>Description of Requirement: Earth and Space Science Evaluations, Assessments, Studies, Services and Support</b>

### 2.0 Strategies and Scope

This QASP describes the approach the Technical Requester/COTR and Contracting Specialist intend to use to monitor performance to assure that the contractor performs in accordance with terms and conditions of the contract. The goal is to balance the level of Government surveillance with the perceived impacts and risks of mission failure. The QASP is initially developed during the pre-solicitation phase of procurement in conjunction with the SOW development. The QASP will be updated following contract award and updated during contract performance, as needed. In addition, the quality assurance surveillance plan shall recognize the responsibility of the contractor to carry out its quality control obligations [FAR 37.602-2].

### 3.0 Risk Assessment (include when RBAM is applicable >\$5M)

Risk assessment and management is an integral part of contract development and administration. Potential risks to successful performance must be identified and assessed. Risk identification, prioritizations and mitigation actions are documented below:

Risk	Mitigation Strategy
Cost	Monitor monthly 533 reports and Past Performance Data Base (PPDB)
Schedule	Monitor monthly technical progress reports
Technical Performance	Monitor monthly technical progress reports

### 4.0 Resources

The plan for monitoring performance on this contract will include delegation of technical monitoring responsibilities to a Contracting Officer's Technical Representative. The Contracting Officer may also delegate specific contract administration responsibilities to the DCAA and DCMA.

### 5.0 Surveillance Requirements

#### 5.1 Description of Services/deliverables to be monitored and the Performance Metrics:

This area of the QASP contains measurable inspection and acceptance criteria corresponding to the performance standards contained in the statement of work. [FAR 37.602-2] It identifies all work requiring surveillance [FAR 46.401(a)(1)], the specific deliverables or services to be monitored, and the Performance Standard/Metric are set forth below:

<b>CONTRACT/SOW REFERENCE</b>	<b>DESCRIPTION OF DELIVERABLE/SERVICE OR RISK TO BE MONITORED:</b>	<b>PERFORMANCE STANDARD OR METRIC</b>
Contract Exhibit A and Task Order	Monthly Technical Reports	Contractor delivers monthly Technical Progress Reports complete and on time
Contract Exhibit A and Task Order	Final Technical Progress Report	Contractor delivers final technical progress report complete and on time
FAR 52.227-11 NFS 1852.227-11	New Technology/Patent rights	Contractor delivers annual/final reports complete and on time
FAR 52.232-22	Cost: Limitation of Funds	Adequate cost tracking and timely submission of notice by contractor
NFS 1852.242-73	NASA Financial Management Reporting (NF 533)	Accurate and timely submission of the NF 533
	NASA Financial Management Reporting (NF 533)	Submission of +/- 5% variance explanation with the 533M report
NFS 1852.223-70	Safety and Health	Compliance with Contractor's approved S&H Plan; number of incidents/severity
NFS 1852.223-75	Major Breach of Safety or Security	Compliance with reporting the safety or security breach
NFS 1852.225-70	Export Control	-No incidents of unauthorized disclosure -Compliance with obtaining appropriate licenses or other approvals required for exporting
Contract Exhibit C	Contractor's Subcontracting Plan	Compliance with approved plan
Contract Exhibit A FAR 52.219-9 NFS 1852.219-75	Subcontracting Reports	Accurate and timely submission of SF 294 and 295
FAR 42.302 NF 1430 and 1430A	Contract Administration-DCMA	Effective (timely and comprehensive) property system or records review
FAR 42.101 NF 1433	Contract Administration-DCAA	Timely rate information

## 5.2 Guidance and Reference Surveillance Documents

Documents that contain specific information on the performance requirements of the tasks/deliverables to be part of the surveillance approach include the following:)

<b>Contract Terms and Conditions</b>
<b>SOW (All Sections) including Appendices</b>
<b>Applicable LMS Processes, NPR or NPDs</b>
<b>Applicable technical standards</b>

## 6.0 Surveillance Approach and Methods

### 6.1 Approach

The focus of this QASP is on the level of performance required by the statement of work, rather than the methodology used by the contractor to achieve that level of performance. [FAR 37.602-2] The overall

surveillance goal will be to obtain objective evidence and data that enables the Government to determine whether the contractor's program and processes are functioning as intended in accordance with the terms of the contract.

## 6.2 Methods of Surveillance

Listed below are the types of surveillance methods that will be employed on this contract. [FAR 46.401(a)(2)]

### 6.2.1 Management/Program reviews including:

Periodic Progress Meetings, if required
Periodic discussion of technical progress reports
Technical interchange meetings/telephone calls
Review of deliverables
Review of delivered reports

### 6.2.2 Inspection or audit activities including:

Periodic inspection/observation of work being performed
Periodic inspection/observation of completed work
Periodic DCAA or DCMA audits
Periodic Review of Contractor's Compliance with the approved Subcontracting Plan

### 6.2.3 Customer Feedback including:

Informal discussion with customers regarding performance
Formal survey of customer satisfaction with work performance
Assessment of Contractor's process for follow-up on customer complaints
Electronic Past Performance Database (NF 1680)

### 6.2.4 Management reports (information system reports) including:

Contractor generated data/reports useful in tracking/reporting on performance metrics.
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## 7.0 Documentation of Surveillance

Surveillance activities will be documented thoroughly by the Government and will include specific status of performance against objective performance criteria. As a minimum the following surveillance documentation requirements will be maintained by the Government:

- Maintenance and tracking of contract reports and deliverables;
- Periodic review of technical progress reports and financial reports (533M);
- Periodic review of compliance with contract deliverables;

- Periodic inspection activities;
- Audit activities (e.g. DCAA, DCMA, Safety) as deemed necessary;
- Documentation of Customer feedback and PPDB (NF 1680) Contractor provided contract and task specific monthly progress reports reflecting performance against performance metrics.

Approval:

COTR \_\_\_\_\_

Contracting Officer \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Questions and Answers in Response to  
Draft Request for Proposal NNL04046538J**

**SOLICITATION NNL04046538R  
ATTACHMENT VI**

**1. Question:** Section L.10.B.1.b.9 Small Business Subcontracting Plan and Section L.10.B 1.c Subfactor 3. Small Disadvantaged Business (SDB) Participation (in the North American Industry Classification system (NAICS) Industry Subsectors and Determined by the Department of Commerce). These two sections request duplicate information. Will the government combine the requirements of these two sections into Subfactor 3?

**Answer:** The requirements of these two sections will not be combined. Section L.10, B.1.b.8, Small Business Subcontracting Plan, requires LARGE business offerors to submit a Small Business Subcontracting Plan which provides goals for subcontracting to Small Business concerns, Small Disadvantaged Businesses (SDBs), HUBZone Small Businesses, Services Disabled Veteran Owned Small Businesses, and Women-Owned Small Businesses in the performance of this contract.

**Section L.10.B 1.c Subfactor 3, Small Disadvantaged Business (SDB) Participation (in the North American Industry Classification system (NAICS) Industry Subsectors and Determined by the Department of Commerce), requires ALL offerors to submit their approach for utilizing Small Disadvantaged Businesses in the performance of this contract to the maximum extent practicable within the NAICS Industry Subsectors.**

**2. Question:** Section L.10.A.2 states, “Offerors shall only include their sample task budgets in their Technical Proposal; no other cost information shall be included in their Technical Proposal. Section L.10.A.1.c Subfactor 3 Small Disadvantaged Business (SDB) Participation states, “These targets shall be expressed as dollars and percentages of total contract value.” Does the government want SDB targets expressed in dollars to appear in the Technical Proposal?

**Answer:** The government does want SDB targets expressed in dollars to appear in the Technical Proposal. Section L.10.A.2 has been revised to reflect this.

**3. Question:** Section L.10.C.1.f(1) states there will be, “a four week phase-in period from January 3-31, 2005. Section L 10.C.1.f(2) states, “Assume a contract start date of January 3, 2005.” Section L.10.B.1.b(7) Phase-in and Transition states, “Phase-in is that period before the actual contract start date. Transition is that period between the contract start date and the point at which the Contractor begins turnkey operations in each area specified in the SOW.” There appears to be some inconsistency between the dates in these sections. Would the government please clarify the dates for phase-in and contract start?

**Answer:** The requirement for a phase-in period has been deleted. The government anticipates a contract award date on or before January 3, 2005, with a contract effective date of February 1, 2005.

**4. Question:** Section L.10.A.5(b) states that a page is defined as one side of a sheet, 8 ½ x 11”, with at least one inch margins on all sides, using not smaller than 12 point type. Due to the complexity of some graphic elements, we suggest that figures be exempt from the font size restriction and instead be required to be of a size that is clear and easily read. Will the government modify the font size restriction to exempt graphic elements from the 12 point restriction and require that figures be of a size that is clear and easily read? We recommend a minimum of 8 point.

**Answer: Section L.10.A.5(b) has been revised and now states, “Graphic elements shall be at least a minimum of 8 point type and shall be clear and readable.”**

**5. Question:** Section L.10.B.– Subfactor 4 – Safety and Health, states, “The offeror shall address its approach to safety and health as required by NSF 1852.223-70. The offeror shall also submit a Safety and Health Plan in accordance with NSF 1852.223-73, Safety and Health Plan. Does the government wish for the contractor’s Safety and Health Plan to include a Program Evaluation Profile, which is a formal self run OSHA safety program, usually included in plans for work in environments that pose greater potential hazards for employees than the Space Sciences support program does?”

**Answer: The Safety and Health Plan must include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and health of contractor employees and to ensure the safety of all applicable working conditions throughout the performance of the contract. A Program Evaluation Profile is not required.**

**6. Question:** Section H.12 states, “The approved contractor plan for avoiding potential conflict of interest is attached hereto as Exhibit E and is hereby made a part of this contract.” Section L and M do not require an exhibit or attachment to include an OCI Plan. Does the government wish the contractor to provide an OCI Plan as an attachment not included in page count at the time of proposal submission?”

**Answer: Offerors are required to submit an OCI plan which will not be included in the page count of their technical proposal. See Section L.10.B.1.b.(7), Plan for avoiding organizational conflicts of interest, protecting sensitive and proprietary information, and export control.**

**7. Question:** Section L.10.C.1.F.3. Although the Task Order Labor Matrix is defined as including hours on an annual basis, it appears that this would overstate the requirements. Did the Government intend for these hours to be annual or for the entire period of performance?”

**Answer: Section L.10.C.1.F.3. has been revised.**